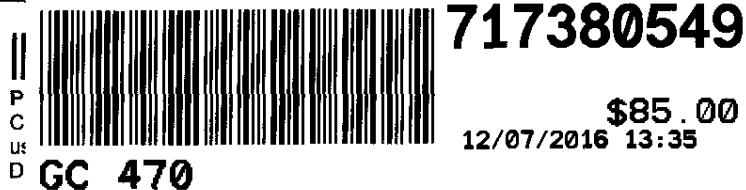


QUEENSLAND TITLES REGISTRY  
Land Title Act 1994, Land Act 1994 and Water Act 2000

## GENERAL REQUEST

Duty Imprint

153  
FORM 14 Version 4  
Page 1 of 1



## 1. Nature of request

Request to record New Community Management  
Statement for Ephraim Island Community Titles  
Scheme No 33951

## Lodger (Name, address, E-mail &amp; phone number)

JG Settlements on Behalf of  
Mathews Hunt Legal  
Tower One Southport Central  
Suite 1701, Lvl 7, 56 Scarborough Street  
Southport Qld 4215  
Tel: 617 5555 8000 Ref: PH|JC|101936  
Email: admin@mathewshuntlegal.com.au

Lodger  
Code

66  
604

## 2. Lot on Plan Description

Common Property for Ephraim Island Community titles  
Scheme No 33951

## Title Reference

50554874

## 3. Registered Proprietor/State Lessee

Body Corporate for Ephraim Island Community Titles Scheme No 33951

## 4. Interest

Not Applicable

## 5. Applicant

Body Corporate for Ephraim Island Community Titles Scheme No 33951

## 6. Request

I hereby request that: the Community Management Statement deposited herewith which amends Schedule C be recorded as the Community Management Statement for Ephraim Island Community Titles Scheme No 33951.

## 7. Execution by applicant

12/07/2016  
Execution Date

Peter Anthony Urquhart Hunt  
Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

THIS STATEMENT MUST BE LODGED TOGETHER WITH A

**This statement incorporates and must include the following:**

**33951**

Schedule A - Schedule of lot entitlements  
Schedule B - Explanation of development of scheme land  
Schedule C - By-laws  
Schedule D - Any other details  
Schedule E - Allocation of exclusive use areas

**1. Name of community titles scheme**

Ephraim Island Community Titles Scheme No.33951

**2. Regulation module**

Accommodation

**3. Name of body corporate**

Body Corporate for Ephraim Island Community Titles Scheme No.33951

**4. Scheme land**

Lot on Plan Description

County

Parish

Title Reference

SEE ENLARGED PANEL

**5. #Name and address of original owner**

Not applicable

**6. Reference to plan lodged with this statement**

Not applicable

# first community management statement only

**7. Local Government community management statement notation**

Not applicable – Section 60(6) of the Body Corporate and Community Management Act 1997

.....signed


.....name and designation

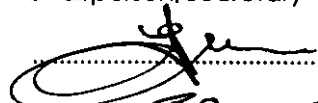
.....name of Local Government

**8. Execution by original owner/Consent of body corporate**



12/07/2016  
Execution Date

  
Name: **MURRAY WARFIELD**  
Chairperson/Secretary

  
Name: **GREG FREEMAN**  
Committee member

**\*Execution**

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information, see the Department's website.

Title Reference [ 50554874 ]

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property for Ephraim Island Community Titles Scheme No.33951	Ward	Barrow	50554874
Lot 901 on SP157631	Ward	Barrow	50556946
Common Property for Ephraim Island – Subsidiary 100 Community Titles Scheme No. 35692	Ward	Barrow	50619357
Lot 11 on SP176487	Ward	Barrow	50619358
Lot 12 on SP176487	Ward	Barrow	50619359
Lot 13 on SP176487	Ward	Barrow	50619360
Lot 14 on SP176487	Ward	Barrow	50619361
Lot 15 on SP176487	Ward	Barrow	50619362
Lot 16 on SP176487	Ward	Barrow	50619363
Lot 17 on SP176487	Ward	Barrow	50619364
Lot 18 on SP176487	Ward	Barrow	50619365
Lot 19 on SP176487	Ward	Barrow	50619366
Lot 20 on SP176487	Ward	Barrow	50619367
Lot 21 on SP176487	Ward	Barrow	50619368
Lot 22 on SP176487	Ward	Barrow	50619369
Lot 23 on SP176487	Ward	Barrow	50619370
Lot 24 on SP176487	Ward	Barrow	50619371
Common Property for Ephraim Island – Subsidiary 101 Community Titles Scheme No.34051	Ward	Barrow	50557809
Lot 2101 on SP157633	Ward	Barrow	50557810
Lot 2102 on SP157633	Ward	Barrow	50557811
Lot 2103 on SP157633	Ward	Barrow	50557812
Lot 2104 on SP157633	Ward	Barrow	50557813
Lot 2105 on SP157633	Ward	Barrow	50557814
Lot 2106 on SP157633	Ward	Barrow	50557815
Lot 2107 on SP157633	Ward	Barrow	50557816
Lot 2108 on SP157633	Ward	Barrow	50557817
Lot 2109 on SP157633	Ward	Barrow	50557818
Lot 2110 on SP157633	Ward	Barrow	50557819
Lot 2111 on SP157633	Ward	Barrow	50557820
Lot 2201 on SP157633	Ward	Barrow	50557821
Lot 2202 on SP157633	Ward	Barrow	50557822
Lot 2203 on SP157633	Ward	Barrow	50557823
Lot 2204 on SP157633	Ward	Barrow	50557824
Lot 2205 on SP157633	Ward	Barrow	50557825
Lot 2206 on SP157633	Ward	Barrow	50557826
Lot 2207 on SP157633	Ward	Barrow	50557827
Lot 2208 on SP157633	Ward	Barrow	50557828
Lot 2301 on SP157633	Ward	Barrow	50557829
Lot 2302 on SP157633	Ward	Barrow	50557830
Lot 2203 on SP157633	Ward	Barrow	50557831

Title Reference [ 50554874 ]

Lot 2304 on SP157633	Ward	Barrow	50557832
Lot 2305 on SP157633	Ward	Barrow	50557833
Lot 2306 on SP157633	Ward	Barrow	50557834
Lot 2307 on SP157633	Ward	Barrow	50557835
Lot 2308 on SP157633	Ward	Barrow	50557836
Lot 2309 on SP157633	Ward	Barrow	50557837
Lot 2401 on SP157633	Ward	Barrow	50557838
Lot 2402 on SP157633	Ward	Barrow	50557839
Lot 2403 on SP157633	Ward	Barrow	50557840
Lot 2404 on SP157633	Ward	Barrow	50557841
Lot 2405 on SP157633	Ward	Barrow	50557842
Lot 2406 on SP157633	Ward	Barrow	50557843
Lot 2407 on SP157633	Ward	Barrow	50557844
Lot 2408 on SP157633	Ward	Barrow	50557845
Lot 2409 on SP157633	Ward	Barrow	50557846
Lot 2501 on SP157633	Ward	Barrow	50557847
Lot 2502 on SP157633	Ward	Barrow	50557848
Lot 2503 on SP157633	Ward	Barrow	50557849
Lot 2504 on SP157633	Ward	Barrow	50557850
Lot 2505 on SP157633	Ward	Barrow	50557851
Lot 2506 on SP157633	Ward	Barrow	50557852
Lot 2507 on SP157633	Ward	Barrow	50557853
Lot 2508 on SP157633	Ward	Barrow	50557854
Lot 2410 on SP157633	Ward	Barrow	50557855
Lot 2411 on SP157633	Ward	Barrow	50557856
Lot 2412 on SP157633	Ward	Barrow	50557857
Lot 2413 on SP157633	Ward	Barrow	50557858
Lot 2414 on SP157633	Ward	Barrow	50557859
Lot 2415 on SP157633	Ward	Barrow	50557860
Lot 2416 on SP157633	Ward	Barrow	50557861
Lot 2417 on SP157633	Ward	Barrow	50557862
Lot 2418 on SP157633	Ward	Barrow	50557863
Lot 2419 on SP157633	Ward	Barrow	50557864
Lot 2420 on SP157633	Ward	Barrow	50557865
Lot 2421 on SP157633	Ward	Barrow	50557866
Lot 3601 on SP157633	Ward	Barrow	50557867
Common Property for Ephraim Island – Subsidiary 102 Community Titles Scheme 34138	Ward	Barrow	50562084
Lot 4101 on SP157636	Ward	Barrow	50562085
Lot 4102 on SP157636	Ward	Barrow	50562086
Lot 4103 on SP157636	Ward	Barrow	50562087
Lot 4104 on SP157636	Ward	Barrow	50562088
Lot 4105 on SP157636	Ward	Barrow	50562089
Lot 4106 on SP157636	Ward	Barrow	50562090
Lot 4107 on SP157636	Ward	Barrow	50562091
Common Property For Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	Ward	Barrow	50572038
Lot 5101 on SP157634	Ward	Barrow	50572039
Lot 5102 on SP157634	Ward	Barrow	50572040
Lot 5103 on SP157634	Ward	Barrow	50572041
Lot 5104 on SP157634	Ward	Barrow	50572042
Lot 5201 on SP157634	Ward	Barrow	50572043
Lot 5202 on SP157634	Ward	Barrow	50572044
Lot 5203 on SP157634	Ward	Barrow	50572045
Lot 5204 on SP157634	Ward	Barrow	50572046
Lot 5301 on SP157634	Ward	Barrow	50572047
Lot 5302 on SP 157634	Ward	Barrow	50572048

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Title Reference [ 50554874 ]

Lot 5303 on SP157634	Ward	Barrow	50572049
Lot 5304 on SP157634	Ward	Barrow	50572050
Lot 5401 on SP157634	Ward	Barrow	50572051
Lot 5402 on SP157634	Ward	Barrow	50572052
Lot 5403 on SP157634	Ward	Barrow	50572053
Lot 5404 on SP157634	Ward	Barrow	50572054
Lot 5501 on SP157634	Ward	Barrow	50572055
Lot 5502 on SP157634	Ward	Barrow	50572056
Lot 5503 on SP157634	Ward	Barrow	50572057
Lot 5504 on SP157634	Ward	Barrow	50572058
Lot 5601 on SP157634	Ward	Barrow	50572059
Lot 5602 on SP157634	Ward	Barrow	50572060
Lot 6101 on SP157634	Ward	Barrow	50572061
Lot 6102 on SP157634	Ward	Barrow	50572062
Lot 6103 on SP157634	Ward	Barrow	50572063
Lot 6201 on SP157634	Ward	Barrow	50572064
Lot 6202 on SP157634	Ward	Barrow	50572065
Lot 6203 on SP157634	Ward	Barrow	50572066
Lot 6301 on SP157634	Ward	Barrow	50572067
Lot 6302 on SP157634	Ward	Barrow	50572068
Lot 6303 on SP157634	Ward	Barrow	50572069
Lot 6401 on SP157634	Ward	Barrow	50572070
Lot 6402 on SP157634	Ward	Barrow	50572071
Lot 6403 on SP157634	Ward	Barrow	50572072
Lot 6501 on SP157634	Ward	Barrow	50572073
Lot 6502 on SP157634	Ward	Barrow	50572074
Lot 6503 on SP157634	Ward	Barrow	50572075
Lot 6601 on SP157634	Ward	Barrow	50572076
Lot 7101 on SP157634	Ward	Barrow	50572077
Lot 7102 on SP157634	Ward	Barrow	50572078
Lot 7103 on SP157634	Ward	Barrow	50572079
Lot 7104 on SP157634	Ward	Barrow	50572080
Lot 7105 on SP157634	Ward	Barrow	50572081
Lot 7106 on SP157634	Ward	Barrow	50572082
Lot 7201 on SP157634	Ward	Barrow	50572083
Lot 7202 on SP157634	Ward	Barrow	50572084
Lot 7203 on SP157634	Ward	Barrow	50572085
Lot 7204 on SP157634	Ward	Barrow	50572086
Lot 7205 on SP157634	Ward	Barrow	50572087
Lot 7206 on SP157634	Ward	Barrow	50572088
Lot 7301 on SP157634	Ward	Barrow	50572089
Lot 7302 on SP157634	Ward	Barrow	50572090
Lot 7303 on SP157634	Ward	Barrow	50572091
Lot 7304 on SP157634	Ward	Barrow	50572092
Lot 7305 on SP157634	Ward	Barrow	50572093
Lot 7306 on SP157634	Ward	Barrow	50572094
Lot 7401 on SP157634	Ward	Barrow	50572095
Lot 7402 on SP157634	Ward	Barrow	50572096
Lot 7403 on SP157634	Ward	Barrow	50572097
Lot 7404 on SP157634	Ward	Barrow	50572098
Lot 7405 on SP157634	Ward	Barrow	50572099
Lot 7406 on SP157634	Ward	Barrow	50572100
Lot 7501 on SP157634	Ward	Barrow	50572101
Lot 7502 on SP157634	Ward	Barrow	50572102
Lot 7503 on SP157634	Ward	Barrow	50572103
Lot 7504 on SP157634	Ward	Barrow	50572104
Lot 7505 on SP157634	Ward	Barrow	50572105

Title Reference [ 50554874 ]

Lot 7506 on SP157634	Ward	Barrow	50572106
Lot 7601 on SP157634	Ward	Barrow	50572107
Lot 7602 on SP157634	Ward	Barrow	50572108
Lot 7603 on SP157634	Ward	Barrow	50572109
Lot 7604 on SP157634	Ward	Barrow	50572110
Common Property for Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	Ward	Barrow	50608896
Lot 8101 on SP161700	Ward	Barrow	50608897
Lot 8102 on SP161700	Ward	Barrow	50608898
Lot 8103 on SP161700	Ward	Barrow	50608899
Lot 8104 on SP161700	Ward	Barrow	50608900
Lot 9101 on SP161700	Ward	Barrow	50608901
Lot 9102 on SP161700	Ward	Barrow	50608902
Lot 9103 on SP161700	Ward	Barrow	50608903
Lot 9104 on SP161700	Ward	Barrow	50608904
Lot 9105 on SP161700	Ward	Barrow	50608905
Lot 9106 on SP161700	Ward	Barrow	50608906
Lot 9107 on SP161700	Ward	Barrow	50608907
Lot 10101 on SP161700	Ward	Barrow	50608908
Lot 10102 on SP161700	Ward	Barrow	50608909
Lot 10103 on SP161700	Ward	Barrow	50608910
Common Property for Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	Ward	Barrow	50603002
Lot 26101 on SP161701	Ward	Barrow	50603003
Lot 26102 on SP161701	Ward	Barrow	50603004
Lot 26103 on SP161701	Ward	Barrow	50603005
Lot 26104 on SP161701	Ward	Barrow	50603006
Lot 26105 on SP161701	Ward	Barrow	50603007
Lot 26106 on SP161701	Ward	Barrow	50603008
Lot 26201 on SP161701	Ward	Barrow	50603009
Lot 26202 on SP161701	Ward	Barrow	50603010
Lot 26203 on SP161701	Ward	Barrow	50603011
Lot 26204 on SP161701	Ward	Barrow	50603012
Lot 26205 on SP161701	Ward	Barrow	50603013
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Lot 26303 on SP161701	Ward	Barrow	50603017
Lot 26304 on SP161701	Ward	Barrow	50603018
Lot 26305 on SP161701	Ward	Barrow	50603019
Lot 26306 on SP161701	Ward	Barrow	50603020
Lot 26307 on SP161701	Ward	Barrow	50603021
Lot 26401 on SP161701	Ward	Barrow	50603022
Lot 26402 on SP161701	Ward	Barrow	50603023
Lot 26403 on SP161701	Ward	Barrow	50603024
Lot 26404 on SP161701	Ward	Barrow	50603025
Lot 26405 on SP161701	Ward	Barrow	50603026
Lot 26406 on SP161701	Ward	Barrow	50603027
Lot 26407 on SP161701	Ward	Barrow	50603028
Lot 26501 on SP161701	Ward	Barrow	50603029
Lot 26502 on SP161701	Ward	Barrow	50603030
Lot 26503 on SP161701	Ward	Barrow	50603031
Lot 26504 on SP161701	Ward	Barrow	50603032

Title Reference [ 50554874 ]

Lot 26505 on SP161701	Ward	Barrow	50603033
Lot 26506 on SP161701	Ward	Barrow	50603034
Lot 26507 on SP161701	Ward	Barrow	50603035
Lot 26601 on SP161701	Ward	Barrow	50603036
Lot 26602 on SP161701	Ward	Barrow	50603037
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Lot 26607 on SP161701	Ward	Barrow	50603042
Lot 26701 on SP161701	Ward	Barrow	50603043
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Lot 26703 on SP161701	Ward	Barrow	50603045
Lot 26704 on SP161701	Ward	Barrow	50603046
Lot 26801 on SP161701	Ward	Barrow	50603047
Lot 26802 on SP161701	Ward	Barrow	50603048
Lot 26901 on SP161701	Ward	Barrow	50603049
Lot 26902 on SP161701	Ward	Barrow	50603050
Lot 27101 on SP161701	Ward	Barrow	50603051
Lot 27102 on SP161701	Ward	Barrow	50603052
Lot 27103 on SP161701	Ward	Barrow	50603053
Lot 27104 on SP161701	Ward	Barrow	50603054
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Lot 27205 on SP161701	Ward	Barrow	50603060
Lot 27301 on SP161701	Ward	Barrow	50603061
Lot 27302 on SP161701	Ward	Barrow	50603062
Lot 27303 on SP161701	Ward	Barrow	50603063
Lot 27304 on SP161701	Ward	Barrow	50603064
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Lot 27405 on SP161701	Ward	Barrow	50603070
Lot 27501 on SP161701	Ward	Barrow	50603071
Lot 27502 on SP161701	Ward	Barrow	50603072
Lot 27503 on SP161701	Ward	Barrow	50603073
Lot 27504 on SP161701	Ward	Barrow	50603074
Lot 27505 on SP161701	Ward	Barrow	50603075
Lot 27601 on SP161701	Ward	Barrow	50603076
Lot 27602 on SP161701	Ward	Barrow	50603077
Lot 27603 on SP161701	Ward	Barrow	50603078
Lot 27701 on SP161701	Ward	Barrow	50603079
Lot 27702 on SP161701	Ward	Barrow	50603080
Lot 27801 on SP161701	Ward	Barrow	50603081
Lot 27802 on SP161701	Ward	Barrow	50603082
Lot 28101 on SP170435	Ward	Barrow	50640157
Lot 28102 on SP170435	Ward	Barrow	50640158
Lot 28103 on SP170435	Ward	Barrow	50640159
Lot 28104 on SP170435	Ward	Barrow	50640160
Lot 28105 on SP170435	Ward	Barrow	50640161
Lot 28106 on SP170435	Ward	Barrow	50640162
Lot 28201 on SP170435	Ward	Barrow	50640163

Title Reference [ 50554874 ]

Lot 28202 on SP170435	Ward	Barrow	50640164
Lot 28203 on SP170435	Ward	Barrow	50640165
Lot 28204 on SP170435	Ward	Barrow	50640166
Lot 28205 on SP170435	Ward	Barrow	50640167
Lot 28206 on SP170435	Ward	Barrow	50640168
Lot 28301 on SP170435	Ward	Barrow	50640169
Lot 28302 on SP170435	Ward	Barrow	50640170
Lot 28303 on SP170435	Ward	Barrow	50600171
Lot 28304 on SP170435	Ward	Barrow	50640172
Lot 28305 on SP170435	Ward	Barrow	50640173
Lot 28306 on SP170435	Ward	Barrow	50640174
Lot 28401 on SP170435	Ward	Barrow	50640175
Lot 28402 on SP170435	Ward	Barrow	50640176
Lot 28403 on SP170435	Ward	Barrow	50640177
Lot 28404 on SP170435	Ward	Barrow	50640178
Lot 28405 on SP170435	Ward	Barrow	50640179
Lot 28406 on SP170435	Ward	Barrow	50640180
Lot 28501 on SP170435	Ward	Barrow	50640181
Lot 28502 on SP170435	Ward	Barrow	50640182
Lot 28503 on SP170435	Ward	Barrow	50640183
Lot 28504 on SP170435	Ward	Barrow	50640184
Lot 28505 on SP170435	Ward	Barrow	50640185
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Lot 28601 on SP170435	Ward	Barrow	50640187
Lot 28602 on SP170435	Ward	Barrow	50640188
Lot 28603 on SP170435	Ward	Barrow	50640189
Lot 28604 on SP170435	Ward	Barrow	50640190
Lot 28605 on SP170435	Ward	Barrow	50640191
Lot 28701 on SP170435	Ward	Barrow	50640192
Lot 28702 on SP170435	Ward	Barrow	50640193
Lot 28801 on SP170435	Ward	Barrow	50640194
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Common Property for Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	Ward	Barrow	50648991
Lot 29101 on SP170436	Ward	Barrow	50648992
Lot 29102 on SP170436	Ward	Barrow	50648993
Lot 29103 on SP170436	Ward	Barrow	50648994
Lot 29104 on SP170436	Ward	Barrow	50648995
Lot 29105 on SP170436	Ward	Barrow	50648996
Lot 29106 on SP170436	Ward	Barrow	50648997
Lot 29201 on SP170436	Ward	Barrow	50648998
Lot 29202 on SP170436	Ward	Barrow	50648999
Lot 29203 on SP170436	Ward	Barrow	50649000
Lot 29204 on SP170436	Ward	Barrow	50649001
Lot 29205 on SP170436	Ward	Barrow	50649002
Lot 29206 on SP170436	Ward	Barrow	50649003
Lot 29301 on SP170436	Ward	Barrow	50649004
Lot 29302 on SP170436	Ward	Barrow	50649005
Lot 29303 on SP170436	Ward	Barrow	50649006
Lot 29304 on SP170436	Ward	Barrow	50649007
Lot 29305 on SP170436	Ward	Barrow	50649008
Lot 29306 on SP170436	Ward	Barrow	50649009
Lot 29401 on SP170436	Ward	Barrow	50649010
Lot 20402 on SP170436	Ward	Barrow	50649011
Lot 29403 on SP170436	Ward	Barrow	50649012

Title Reference [ 50554874 ]

Lot 29404 on SP170436	Ward	Barrow	50649013
Lot 29405 on SP170436	Ward	Barrow	50649014
Lot 29406 on SP170436	Ward	Barrow	50649015
Lot 29501 on SP170436	Ward	Barrow	50649016
Lot 29502 on SP170436	Ward	Barrow	50649017
Lot 29503 on SP170436	Ward	Barrow	50649018
Lot 29504 on SP170436	Ward	Barrow	50649019
Lot 29505 on SP170436	Ward	Barrow	50649020
Lot 29506 on SP170436	Ward	Barrow	50649021
Lot 29601 on SP170436	Ward	Barrow	50649022
Lot 29602 on SP170436	Ward	Barrow	50649023
Lot 29603 on SP170436	Ward	Barrow	50649024
Lot 29604 on SP170436	Ward	Barrow	50649025
Lot 29605 on SP170436	Ward	Barrow	50649026
Lot 29701 on SP170436	Ward	Barrow	50649027
Lot 29702 on SP170436	Ward	Barrow	50649028
Lot 29801 on SP170436	Ward	Barrow	50649029
Lot 29802 on SP170436	Ward	Barrow	50649030
Lot 30101 on SP199719	Ward	Barrow	50710065
Lot 30102 on SP199719	Ward	Barrow	50710066
Lot 30103 on SP199719	Ward	Barrow	50710067
Lot 30104 on SP199719	Ward	Barrow	50710068
Lot 30201 on SP199719	Ward	Barrow	50710069
Lot 30202 on SP199719	Ward	Barrow	50710070
Lot 30203 on SP199719	Ward	Barrow	50710071
Lot 30204 on SP199719	Ward	Barrow	50710072
Lot 30301 on SP199719	Ward	Barrow	50710073
Lot 30302 on SP199719	Ward	Barrow	50710074
Lot 30303 on SP199719	Ward	Barrow	50710075
Lot 30304 on SP199719	Ward	Barrow	50710076
Lot 30401 on SP199719	Ward	Barrow	50710077
Lot 30402 on SP199719	Ward	Barrow	50710078
Lot 30403 on SP199719	Ward	Barrow	50710079
Lot 30404 on SP199719	Ward	Barrow	50710080
Lot 30501 on SP199719	Ward	Barrow	50710081
Lot 30502 on SP199719	Ward	Barrow	50710082
Lot 30503 on SP199719	Ward	Barrow	50710083
Lot 30504 on SP199719	Ward	Barrow	50710084
Lot 30601 on SP199719	Ward	Barrow	50710085
Lot 30602 on SP199719	Ward	Barrow	50710086
Lot 30603 on SP199719	Ward	Barrow	50710087
Lot 30701 on SP199719	Ward	Barrow	50710088
Lot 30702 on SP199719	Ward	Barrow	50710089
Lot 30801 on SP199719	Ward	Barrow	50710090
Lot 31101 on SP199720	Ward	Barrow	50710093
Lot 31102 on SP199720	Ward	Barrow	50710094
Lot 31103 on SP199720	Ward	Barrow	50710095
Lot 31104 on SP199720	Ward	Barrow	50710096
Lot 31105 on SP199720	Ward	Barrow	50710097
Lot 31106 on SP199720	Ward	Barrow	50710098
Lot 31201 on SP199720	Ward	Barrow	50710099
Lot 31202 on SP199720	Ward	Barrow	50710065
Lot 31203 on SP199720	Ward	Barrow	50710066
Lot 31204 on SP199720	Ward	Barrow	50710067
Lot 31205 on SP199720	Ward	Barrow	50710068
Lot 31206 on SP199720	Ward	Barrow	50710069
Lot 31301 on SP199720	Ward	Barrow	50710070

Title Reference [ 50554874 ]

Lot 31302 on SP199720	Ward	Barrow	50710071
Lot 31303 on SP199720	Ward	Barrow	50710072
Lot 31304 on SP199720	Ward	Barrow	50710073
Lot 31305 on SP199720	Ward	Barrow	50710074
Lot 31306 on SP199720	Ward	Barrow	50710075
Lot 31401 on SP199720	Ward	Barrow	50710076
Lot 31402 on SP199720	Ward	Barrow	50710077
Lot 31403 on SP199720	Ward	Barrow	50710078
Lot 31404 on SP199720	Ward	Barrow	50710079
Lot 31405 on SP199720	Ward	Barrow	50710080
Lot 31406 on SP199720	Ward	Barrow	50710081
Lot 31501 on SP199720	Ward	Barrow	50710082
Lot 31502 on SP199720	Ward	Barrow	50710083
Lot 31503 on SP199720	Ward	Barrow	50710084
Lot 31504 on SP199720	Ward	Barrow	50710085
Lot 31505 on SP199720	Ward	Barrow	50710086
Lot 31506 on SP199720	Ward	Barrow	50710087
Lot 31601 on SP199720	Ward	Barrow	50710088
Lot 31602 on SP199720	Ward	Barrow	50710089
Lot 31701 on SP199720	Ward	Barrow	50710090
Lot 31702 on SP199720	Ward	Barrow	50710093
Lot 31801 on SP199720	Ward	Barrow	50710094

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
901 on SP 157631	1	1
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	14	14
Ephraim Island Subsidiary 101 – Community Titles Scheme 34051	58	58
Ephraim Island Subsidiary 102 Community Titles Scheme 34138	7	7
Ephraim Island Subsidiary 103 Community Titles Scheme 34426	72	72
Ephraim Island Subsidiary 104 Community titles Scheme 35363	14	14
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	119	119
Ephraim Island – Subsidiary 106 Community Titles Scheme	100	100
<b>TOTALS</b>	<b>385</b>	<b>385</b>

**1 LOT ENTITLEMENTS**

The contribution schedule lot entitlements are not equal as it is just and equitable for them not to be. Ephraim Island is a layered arrangement. Most of the common facilities (such as pools and other recreation facilities) are Common Property of the Principal Scheme. Each Subsidiary Scheme contributes based on the number of lots within its scheme. This ensures that each lot in a Subsidiary Scheme contributes equally to the use of the Principal Body Corporate Common Property.

The Scheme is being developed in stages. Until each stage is completed, the Original Owner is the sole owner of the undeveloped land.

The Owners of completed stages will have far greater use of the developed Common Property facilities (recreation facilities such as swimming pools, bikeways and pathways and landscaping) than the owner of the undeveloped land. The contribution entitlements for the undeveloped land are discounted accordingly until each stage is completed and all Subsidiary Schemes are created.

Once a stage is completed the buildings are added to a subsidiary body corporate and become a member of the Principal Scheme. The number of lots within each Subsidiary Scheme varies. A scheme which contains a larger number of lots is likely to have a greater level of use by owners and occupiers (and a result a greater impact on the maintenance, repairs and administration) of the Common Property and facilities. It is therefore considered just and equitable that once each

stage is completed the contribution schedule lot entitlement for that stage is determined having regard to the number of lots in the Subsidiary Scheme. This ensures that each lot in a Subsidiary Scheme contributes equally to the cost of maintaining, repairing and administering the Principal Body Corporate Common Property.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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### **1. LAYERED SCHEME**

It is proposed that there will be a layered scheme. The Body Corporate for Ephraim Island Community Titles Scheme will be the Principal Body Corporate. It is proposed that there will be 7 Subsidiary Schemes and one lot (ie Lot 901) in the Principal Scheme. Each Subsidiary Scheme will comprise of land subdivided by either a volumetric format plan or standard format plan or building format plan. The number of Subsidiary Schemes may change as required by the Original Owner.

### **2. CURRENT ARRANGEMENT OF SCHEME LAND**

2.1 The Scheme Land is made up of a layered arrangement as follows:

- a. Ephraim Island Community Titles Scheme 33951, being the Principal Scheme;
- b. Ephraim Island – Subsidiary 100 Community Titles Scheme 35692, being a Subsidiary Scheme;
- c. Ephraim Island – Subsidiary 101 Community Titles Scheme 34051, being a Subsidiary Scheme;
- d. Ephraim Island – Subsidiary 102 Community Titles Scheme 34138; being a Subsidiary Scheme;
- e. Ephraim Island – Subsidiary 103 Community Titles Scheme 34426, being a Subsidiary Scheme;
- f. Ephraim Island – Subsidiary 104 Community Titles Scheme 35363, being a Subsidiary Scheme;
- g. Ephraim Island – Subsidiary 105 Community Titles Scheme 35246, being a Subsidiary Scheme;  
and
- h. Ephraim Island – Subsidiary 106 Community Titles Scheme 36463, being a Subsidiary Scheme.

### **3. STAGED DEVELOPMENT**

3.1 It is proposed that the Principal Scheme Land will be developed in stages by construction of roads infrastructure and other facilities. When the Scheme Land is fully developed, it will contain up to 384 Lots, Common Property and seven Subsidiary Schemes, and one lot (ie Lot 901) in the Principal Scheme. All Lots in the Principal Scheme will be created on a standard format plan or a volumetric format plan or building format plan.

The progressive subdivision will occur in stages. There may be up to 4 or more stages. Some stages may be combined, and the stages may occur in any order at the discretion of the Original Owner. Some stages may create additional Common Property for the Principal Scheme. The stages are summarised in the table below. The development of Scheme Land is depicted on the attached Concept Plans.

The development of Scheme Land will involve creation of private open space comprising an easement in favour of the Gold Coast City Council and the general public for access and use rights over designated areas of Common Property. The internal roads on the Scheme Land are intended to be part of the Common Property or alternatively may be public road or both.

#### **Principal Scheme – Stage 1**

The following is the proposed plan sequence for Stage 1 of the development of the Principal Scheme Land:-

**Plan 1 – SP157630 (standard format)**

Creates Lot 903 and 904 and common property and Easement in Common Property. Cancels Lot 112 on SP146781. Lot 903 is a standard format future development parcel.

**Plan 2 – SP157631 (volumetric format)**

Creates Lot 101 – 103 & 901 volumetric (restaurant and kiosk lot) and common property and Easement B in Common Property (remainder lot). Cancels Lot 904 on SP157630.

**Plan 4 – SP157633 (building format) – Subsidiary Scheme 103**

Creates Lots 2101 – 2111, 2201 – 2208, 2301 – 2309, 2401 – 2409, 2501 – 2508, 2601 – 2603, 3301 – 3303, 3401 – 3403, 3501 3503, 3601 and common property. Cancels Lot 101 on SP157631.

**Plan 5 – SP157634 (building format) – Subsidiary Scheme 103**

Creates Lots 5105 – 5104, 5201 – 5204, 5301 – 5304, 5401 – 5404, 5501 – 5504, 5601, 5602, 6101 – 6103, 6201 – 6203, 6301 – 6303, 6401 – 6403, 6501 – 6503, 6601, 7101 – 7106, 7201 – 7206, 7301 – 7306, 7401 – 7406, 7501 – 7506, 7601 – 7604 and common property. Cancels Lot 103 on SP157631.

**Plan 6 – SP157636 (building format) – Subsidiary Scheme 102**

Creates Lots 4104 – 4107 and common property. Cancels Lot 102 on SP157631.

**Principal Scheme – Stage 2**

**Plan 7 – SP161696 (standard format)**

Creates Lots 100, 905, 906, 907 and principal common property. Cancels Lot 903 on SP157630.

**Plan 8 – SP161697 (volumetric format)**

Creates Lot 104 and principal common property. Cancels Lot 905 on SP161696.

**Plan 9 – SP161698 (volumetric format)**

Creates Lots 105, 908 and principal common property. Cancels Lot 906 on SP 161696.

**Plan 10 – SP161701 (building format) – part of Subsidiary Scheme 104**

Creates Lots 8101 – 8104, 9101 – 9107, 10101 – 10103 and common property. Cancels Lot 104 on SP161697.

**Plan 11 – SP161701 (building format) – part of Subsidiary Scheme 105**

Creates Lot 26101 – 26106, 26201 – 26206, 26301 – 26307, 26401 – 26407, 26501 – 26507, 26601 – 26607, 26701 – 26704, 26801, 26802, 26901, 26902, 27101 – 27105, 27201 – 27205, 27301 – 27305, 27401 – 27405, 27501 – 27505, 27601 – 27603, 27701, 27702, 27801, 27802 and principal common property. Cancels Lot 105 on SP 161698. (Additional subsidiary scheme 105 land to be created out of Lot 105 on SP170433 – Refer Plan 16 below)

**Principal Scheme – Stage 3**

**Plan 12 – SP 176487 (standard format) – Subsidiary Scheme 100**

Creates Lot 11 – 24 and principal common property. Cancels Lot 100 on SP 161696.

**Plan 13 – SP170432 (standard format)**

Creates Lots 909, 910 and 911. Cancels Lot 907 on SP161696.

**Plan 14 – SP194269 (volumetric format)**

Creates part of Lot 105 and principal common property. Cancels Lot 908 on SP161698.

**Plan 15 – SP170433 (volumetric format)**

Creates balance of Lot 105 and principal common property. Cancels Lot 909 on SP170432.

**Plan 16 – SP170434 (volumetric format)**

Creates Lots 106 and principal common property. Cancels Lot 910 on SP170432.

**Plan 17 – SP170435 (building format) – balance of Subsidiary Scheme 105**

Creates Lots 28101 – 28106, 28201 – 28206, 28301 – 28306, 28401 – 28406, 28501 – 28506, 28601 – 28605, 28701, 28702, 28801, 28901 and common property. Cancels Lot 105 on SP170433.

**Plan 18 – SP170436 (building format) – part of Subsidiary Scheme 106**

Creates Lots 29101 – 29106, 29201 – 29206, 29301 – 29306, 29401 – 29406, 29501 – 29506, 29601 – 29605, 29701, 29702, 29801, 29802 and common property. Cancels Lot 106 on SP170434. (Lot 911 is to be included as a developer's management lot in Subsidiary Scheme 106 and will be subdivided in the future to form the balance of the lots and common property in Subsidiary Scheme 106 with the balance of the land to eventually form part of the Principal Body Corporate Common Property.

**Plan 19 – SP199716 (standard plan)**

Creates Lots 912 and 913. Cancels Lot 911 on SP170432.

**Plan 20 – SP 199717 (volumetric) – part of Subsidiary Scheme 106**

Creates Lot 106 and principal scheme common property. Cancels Lot 912 on SP199716.

**Plan 21 – SP199718 (volumetric) – part of Subsidiary Scheme 106**

Creates Lot 106 and principal scheme common property. Cancels Lot 913 on SP 199716.

**Plan 22 – SP 199719 (building format) – part of Subsidiary Scheme 106**

Creates Lots 30101 – 30104, 30201 – 30204, 30301 – 30304, 30401 – 30404, 30501 – 30504, 30601 – 30603, 30701, 30702, 30801 and common property. Cancels Lot 106 on SP199718.

### 3.2 Subsidiary Schemes

7 Lots in the Principal Scheme will be subdivided by either standard format plan or volumetric format plan to create 7 Subsidiary Schemes. The Subsidiary Schemes will be created in stages. Some stages may be combined, and the stages may occur in any order at the discretion of the Original Owner. The development of Subsidiary Schemes may include creation of additional Common Property for the Principal Scheme.

Lot 100 will be subdivided by a standard format plan to create a Subsidiary Scheme 100 containing 14 Lots and Common Property.

Lot 101 will be subdivided by a building format plan to create a Subsidiary Scheme 101 containing 58 lots and Common Property.

Lot 102 will be subdivided by a building format plan to create a Subsidiary Scheme 102 containing 7 Lots and Common Property.

Lot 103 will be subdivided by a building format plan to create a Subsidiary Scheme 103 containing 72 Lots and Common Property.

Lot 104 will be subdivided by a building format plan to create a Subsidiary Scheme 104 containing 14 Lots and Common Property.

Lot 105 will be subdivided by a building format plan to create a Subsidiary Scheme 105 containing 119 Lots and Common Property to be established in 2 stages.

Lot 106 will be subdivided by a building format plan to create a Subsidiary Scheme 106 containing 100 Lots and Common Property to be established in 2 stages.

### **3.3 Development Scope by Original Owner**

The Original Owner may increase or decrease the number of Lots in the Development and in each stage in its discretion. The developed Lots shall be used for residential and/or accommodation purposes except for:

- a. Any Lot or Lots determined by the Original Owner for use for providing caretaking/letting and ancillary services or by the Original Owner as display Lot(s) or sales offices; and
- b. Lot 901 on SP157631 may be used as a restaurant, kiosk, cafe and associated bar purposes and such other uses (as the owner of the restaurant and kiosk lot may reasonably require which are compatible with the residential accommodation use of the building of which the restaurant and kiosk lot forms part. The use rights do not include a club, beer garden or discotheque.

The stages shown on the Concept Plans may be developed in any order and more than one stage may be developed at the same time.

The Original Owner may in its discretion:-

- c. Include additional land in the Scheme Land; and/or
- d. Exclude from the Scheme Land part of the Scheme Land.

### **4. EXCLUSIVE USE/SPECIAL PRIVILEGES AREAS**

It is intended that exclusive use areas and/or special privileges areas of Principal Common Property will be progressively granted to the Subsidiary Bodies Corporate and/or one or more Lots in each stage of the Development for their use and enjoyment.

Exclusive use/special privileges by-laws may be added to the by-laws in respect of each new Subsidiary Scheme at the time each new Subsidiary Scheme is established and in similar terms to the existing exclusive use/special privilege by-laws. It is also intended that exclusive use areas and/or special privileges areas of Subsidiary Common Property will be granted to one or more Lots in each stage of the development being for car parking, use of storage spaces, use of

courtyards or terraces, use of external shutters, restricted use and other purposes as determined by the Original Owner.

The Original Owner may allocate exclusive use areas and/or special privileges areas of Principal Scheme Common property and/or Subsidiary Scheme Common Property at the Original Owner's discretion. Additional effect to the allocation of additional exclusive use and/or special privileges areas.

It is intended that in order to implement the creation of the Lots and Subsidiary Common Property and additional Principal Scheme Common Property for further stages and to adjust the contribution and interest schedules of Lot entitlements and to allocate exclusive use and/or special privileges areas and by-laws, new Community Management Statements will be recorded for each stage.

## **5. LOT ENTITLEMENTS**

It is intended that, upon development of each stage, the Contribution Schedule Lot Entitlements ("CSLE") and the Interest Schedule Lot Entitlements ("ISLE") for the new Lots in the Principal Scheme or the Subsidiary Schemes will be allocated according to the following criteria:-

### **5.1 New Lots in the Principal Scheme**

The CSLE and the ISLE for new Lots shall be determined in accordance with the following formulae:-

- a. CSLE equals the number of Lots in the Subsidiary Scheme(s) which form part of the new Lot in the Principal Scheme;
- b. ISLE equals the number of Lots in the Subsidiary Scheme(s) which form part of the new Lot in the Principal Scheme.

## **6. RESERVATIONS**

The Original Owner reserves the right to develop future stages in any order as determined by the Original Owner.

The Original Owner reserves the right not to proceed with the development of one or more further stages and reserves the right to extract or remove any Lot or Lots from the Principal Scheme Land in which case a new Community Management Statement will be recorded to amend the description of the Principal Scheme Land and to adjust the CSLE and the ISLE allocations.

The Original Owner reserves the right to convert any Lot or part of a Lot into Common Property in which case a new Community Management Statement will be recorded.

The Original Owner reserves the right to add any land which is adjacent to or adjoining Principal Scheme or Subsidiary Scheme Land (as the case may be) into the Principal Scheme Land. If this occurs, the relevant Body Corporate will accept a transfer of the additional land into the Principal Scheme Land or Subsidiary Scheme Land (as the case may be) and a new Community Management Statement will be recorded to reflect the additional Principal Scheme Land or Subsidiary Scheme Land (as the case may be). If the Original Owner elects to add or remove land from the Principal Scheme or Subsidiary Scheme Land, then the relevant bodies corporate shall, as the Original Owner requires, grant reciprocal access easements and/or facility sharing agreements as required by the original Owner to enable the supply of access and services between the Principal Scheme Land and/or Subsidiary Scheme Land and any land so removed or added.

Market, economic and site conditions, the requirements of the Local Government and other relevant authorities may mean that charges are made to:-

- a. The timing, plans of subdivision and nature of subdivision of the Principal or Subsidiary Scheme Land;
- b. The configuration, number, type and staging of the Principal Scheme and Subsidiary Schemes;
- c. The configuration, size and location of the Common Property;
- d. The size and location of recreational parkland and recreational areas;
- e. The order in which the Subsidiary Schemes are created;
- f. The name of the Principal Scheme or any of the Subsidiary Schemes;
- g. The name of the Principal Scheme or any of the Subsidiary Schemes;
- h. This Community Management Statement or a Subsidiary Scheme Community Management Statement; and
- i. The terms of any service contracts entered into with service contractors by the Principal or subsidiaries body corporate (including caretaking, letting and management agreements).

In this Schedule B, "Original Owner" means Mirvac Queensland Pty Limited ACN 060 411 207 and Lewiac Land Pty Limited ACN 009 793 337, their successors and assigns.

The Body Corporate and owners of Lots agree to give their consent to the recording of any new Community Management Statement(s) required to facilitate the development of the Principal and Subsidiary Scheme Land as referred to in this Schedule B by the Original Owner.

## **7. CONCEPT PLANS**

It is proposed that the Lots in the scheme will be located on the Scheme Land generally as indicated on the following Concept Plans "A". The Concept Plans represent an indicative development plan of the Scheme Land only. The plans are not intended to accurately specify the location or final position of boundaries or of any building or Lots on the Scheme Land.

## **8. DIAGRAMMATIC REPRESENTATION OF STRUCTURE OF PRINCIPAL SCHEME AND SUBSIDIARY SCHEMES**

The following Diagram "B" is an illustration of the proposed body corporate structure showing the Principal Scheme Land, Subsidiary Scheme Land, Principal Scheme Body Corporate and Subsidiary Scheme Body Corporate structure.

**Concept Plans "A"**  
**(See Schedule B Clause 7)**

LC 25074

Lot Boundaries

Building No. ②

NOTES  
1. This is a preliminary drawing.  
2. All dimensions are approximate only and are subject to field verification and final engineering review.

Section

Myra's Quarantine Bay, Limited 002

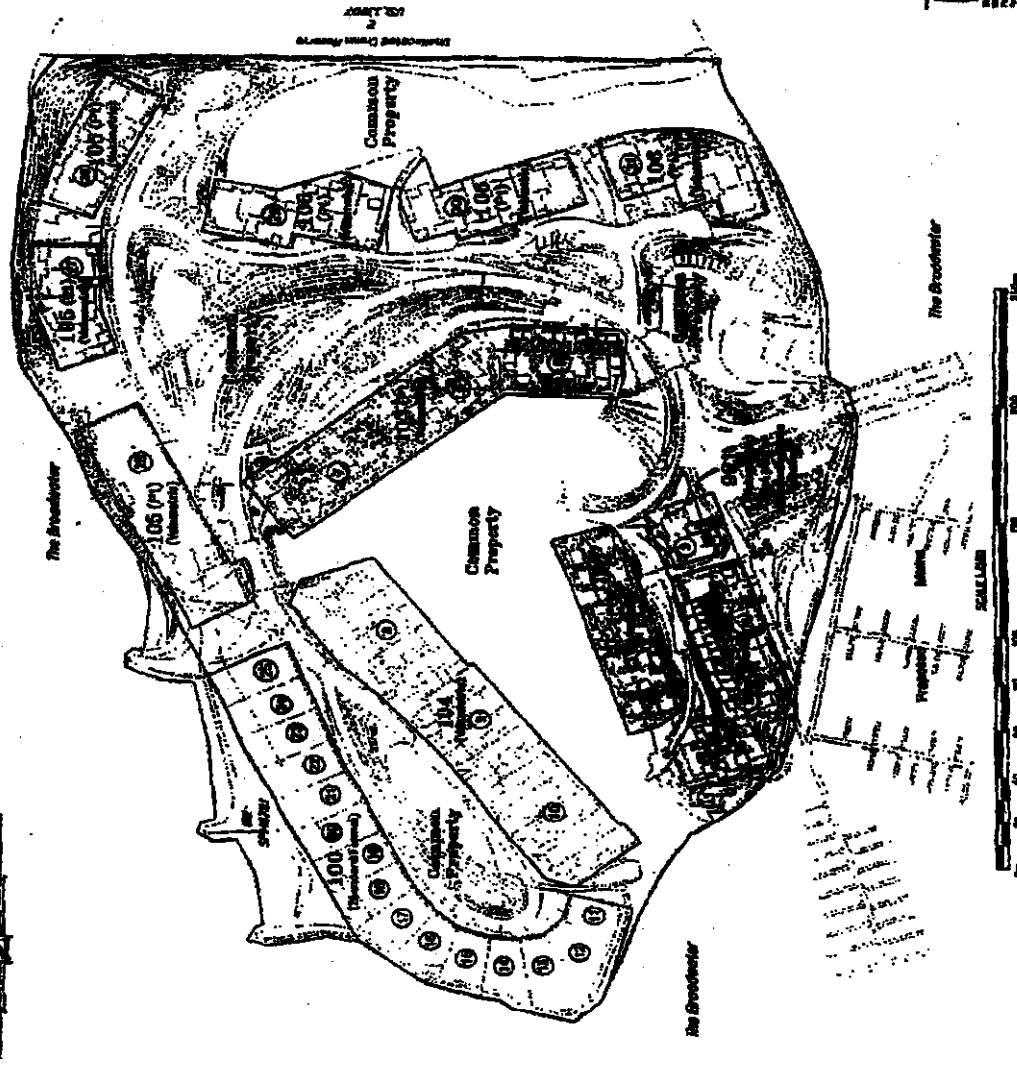
EPHRAIM ISLAND

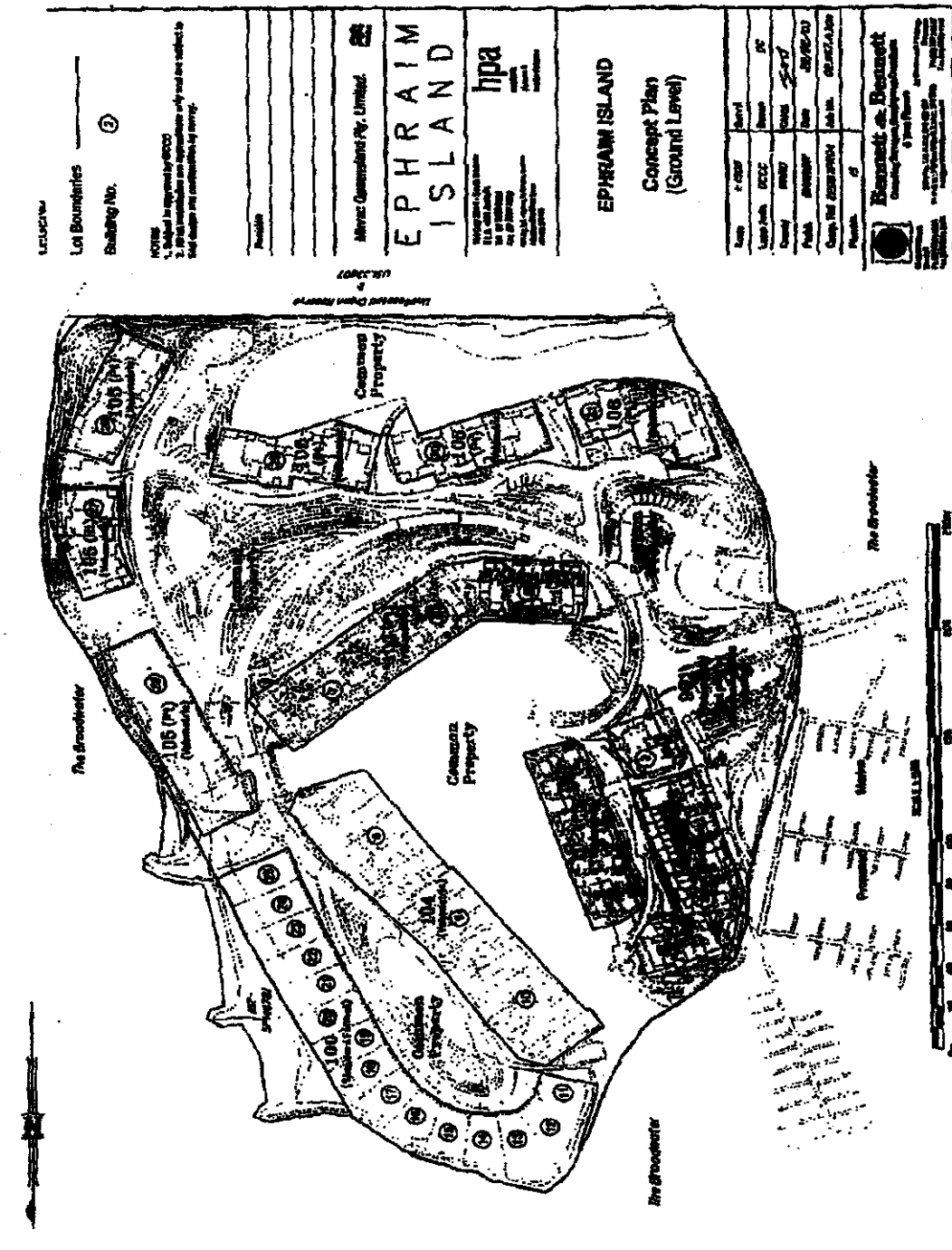
hpa

EPHRAIM ISLAND  
Concept Plan  
(Ground Level)

DATE	1/1/80	Drawn	DC
LAST REV.	02/02/80	Revised	DC
Checked	02/02/80	Checked	SSD
Field	02/02/80	Field	SSD/AS
Comp. for	02/02/80	Adm.	02/02/80
Plotted	02/02/80	Plotted	02/02/80

**Bennett & Bennett**  
Consulting Engineers  
1000 West 10th Avenue  
Vancouver, B.C. V6H 1A5  
Tel: (604) 681-1111





**Diagram "B"****Structure of Layered Arrangement  
(See Schedule B Clause 8)**

**Body Corporate for Ephraim Island  
Community Titles Scheme  
(Principal Body Corporate)**

**Administers and controls:**

- **Principal Common Property**
- **Marina**
- **Inlets**

**Restaurant and Kiosk Lot –  
Lot 901 on SP 157631 is a  
lot in the Principal Scheme  
with restricted access to  
the Principal Common  
Property.**

<b>Subsidiary Body Corporate 100</b>	<b>Subsidiary Body Corporate 101</b>	<b>Subsidiary Body Corporate 102</b>	<b>Subsidiary Body Corporate 103</b>	<b>Subsidiary Body Corporate 104</b>	<b>Subsidiary Body Corporate 105</b>	<b>Subsidiary Body Corporate 106</b>
<b>14 Houses</b>	<b>57 Apartments And 1 Caretakers Office</b>	<b>7 Villas</b>	<b>72 Apartments</b>	<b>14 Villas</b>	<b>119 Apartments</b>	<b>100 Apartments</b>

The number of bodies corporate and lots are subject to change as outlined in Schedule B.

**SCHEDULE C BY-LAWS****1. INTERPRETATION****1.1 Explanation**

These are the by-laws for the Ephraim Island Community Titles Scheme which have effect in accordance with the Body Corporate and Community Management Act 1997 (Qld) (the "Act").

**1.2 Definitions**

In these by-laws unless the contrary intention appears, a reference to:-

**"Assets"** means personal property (including any tenure in respect of the Marina) of the Ephraim Island Body Corporate.

**"Bridge"** means the bridge connecting Paradise Point to the Ephraim Island Land.

**"Caretaker"** means a person appointed by the Ephraim Island Body Corporate or a Subsidiary Body Corporate as a letting agent or as a service contractor, or both or as the manager of the Marina.

**"Caretaker's Office"** means the office situated in Lot 2111 in Ephraim Island – Subsidiary Scheme 101 Community Titles Scheme to be used as an office in connection with the provision of the services under this Agreement and (subject to By-law 34) any Subsidiary Caretaking Agreement and/or the letting service under any Letting Agreement.

**"Code"** means the Architectural and Landscape Code in Schedule D of this Community Management Statement.

**"Committee"** means the committee of the Ephraim Island Body Corporate.

**"Common Property"** means the common property for the Ephraim Island Community Titles Scheme.

**"Compactor car park"** means the car park located adjacent to the compactor.

**"Day Spa"** means that part of the building (which contains the Well Being Centre) situated on the Common Property:-

- a leased or licensed to a private operator;
- b which provides, for fee paying patrons (including the general public) beauty, relaxation and massage therapies; and
- c whose fee paying patrons shall be entitled to access and use the facilities in the Well Being Centre.

**"Design Assessment Panel"** means the design assessment panel appointed under the Code to review housing designs, and alterations to existing houses for approval.

**"Development"** means the development of Ephraim Island under the Act to create a residential island community including apartment buildings, attached villas, detached housing, a lap pool, gymnasium and marina workshop.

**"Environmental Laws"** means all statutes, regulations, statutory instruments, government policies, development conditions, local laws or requirements of any government body which relate to environmental issues in respect of Ephraim Island.

**"Ephraim Island Body Corporate"** means the principal body corporate for the Ephraim Island Community Titles Scheme.

**"Ephraim Island Community Titles Scheme"** means the community titles scheme to which the community management statement relates.

**"Ephraim Island Land"** means the land described in Item 4 (Scheme land) of this community management statement.

**"Fishing Vessel"** means a Vessel equipped for catching any seafood for wholesale or retail sale.

**"Inlets"** means that part of the Common Property which is inundated land with direct water access to the Broadwater and located on the southern and northern ends of the Ephraim Island Land.

**"Length"**: means a Vessel's maximum overall length including all projections.

**"Lot"** means a Lot that is part of the Ephraim Island Land. A "Lot" includes a Lot in a Subsidiary Scheme.

**"Maintenance Dredging Plan"** means the plan prepared by PPK Environment and Infrastructure for the Original Owner (reference 21361 56A – PR002 ATZ dated July 2002 – revision number A) and forwarded to the Ephraim Island Body Corporate.

**"Marina"** means any marina or Mooring adjacent to the Ephraim Island Land constructed by or on behalf of the Original Owner.

**"Marina Berth"** means a single Mooring situated in the Marina available for use to moor a Vessel.

**"Marina Berth Sublease"** means a sublease of the Marina Headlease in respect of a Marina Berth.

**"Marina Headlease"** means the lease in favour of the Original Owner of the Ephraim Island Body Corporate (as the case may be) from the Crown of the land and waters comprising the Marina.

**"Mooring"** means any buoy, pile, dock, wharf, jetty, pontoon or other structure used or to be used for mooring a Vessel.

**"Original Owner"** means Mirvac Queensland Pty Limited CAN 060 411 207 and Lewiac Land Pty. Limited CAN 009 793 337 their successors and assigns.

**"Owner"** or an "Occupier" means an owner or occupier of a Lot.

**"Promontory Car Park"** means the car park located near beach houses.

**"Recreation Areas"** includes the following areas, if any, on the Ephraim Island Land:

- a pools;
- b opening dining areas;
- c barbecue areas;
- d open courtyard or terraced areas;
- e the Well Being Centre;
- f boardwalks;
- g park areas (including pocket parks);
- h walking tracks;
- i Inlets; and
- j perched lake.
- K gymnasium

**"Renovation"** means a series of planned changes and / or updates to repair or remodel to the extent that the works could interfere with an owner or occupier of another Lot (e.g. through noise, vibration etc.).

**"Renovation Rules"** means the Renovation Rules in Schedule D of this Community Management Statement.

**"Resident Manager"** means the Caretaker.

**"Restaurant and Kiosk Lot"** means Lot 901 on SP157631 being a lot in the Scheme.

**"Subsidiary Body Corporate"** means each and every subsidiary Body Corporate which is a member of the Ephraim Island Body Corporate.

**"Subsidiary Scheme"** means a subsidiary community titles scheme where the Ephraim Island Community Titles Scheme is the principal community titles scheme.

**"Vehicle"** includes all types of automobiles, trucks, bicycles, boats, buggies, mopeds, trailers, caravans, camper vans or mobile homes.

**"Vessel"** means any kind of boat, water craft or ship intended to be used in navigation by water or for any other purpose on water whatever its size and however it is propelled or moved and so there is no confusion, includes a jet ski and similar motorised pleasure craft.

**"Visitor's Car Park"** means the visitors car parks located throughout the Ephraim Island Land.

**"Well Being Centre"** means the centre to be situated on the Common Property for use as a gymnasium, lap pool and spa pool, amenities area and exercise room. So there is no confusion it does not include the Day Spa.

### 1.3 Interpretation

In these by-laws unless the contrary intention appears:-

- a a reference to "including" means including by way of non-exhaustive example only;
- b a reference to a statute, ordinance, code or other law includes regulations and under instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- c the singular includes the plural and vice versa;
- d a reference to a law or a by-law includes all amendments or replacements to the law or the by-law;
- e a reference to "own" or "occupy" in relation to a Marina Berth is a reference to the type of tenure or occupation permitted in respect of the Marina Berth and includes a Marina Berth Sublease;
- f a thing is a reference to the whole of the thing and each part of the thing;
- g words used in the by-laws and defined in the Act have the same meaning as set out in the Act;
- h where these by-laws say that something can or must be done by the Ephraim Island Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee in doing so;
- i a person includes corporations and other entities (including, without limitation, a Subsidiary Body Corporate).
- j these PBC by-laws are applicable to all bodies corporate within Ephraim Island.
- k these PBC by-laws take precedence over any other by-laws on Ephraim Island. If a by-law for a subsidiary body corporate is inconsistent with these PBC by-laws, the by-law for the subsidiary body corporate is invalid to the extent of the inconsistency.

### 1.4 Severability

If it is held by a Court of competent jurisdiction that:

- a any part of these by-laws is void, voidable, unenforceable or ultra vires; or
- b these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them, then that part will be severable and severed from these by-laws but without affecting the continued operation of the remainder.

## 2. SECURITY

### 2.1 Security System

The Ephraim Island Body Corporate has power to operate a security system or systems for the Ephraim Island Land and Marina including to implement security procedures and security equipment designed to prevent unauthorised entry to the Ephraim Island Land, Inlets and the Marina.

## **2.2 Delegation**

The Ephraim Island Body Corporate may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a "service contractor" within the meaning of the Act).

## **2.3 Compliance**

A Subsidiary Body Corporate and Owners and Occupiers must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

## **2.4 No Liability**

The Ephraim Island Body Corporate, Subsidiary Bodies Corporate and the Original Owner are not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) suffered by a person and directly or indirectly caused by:

- a the security system or systems not working, or not working properly or not working as well as the system(s) could or should work; or
- b someone making an unauthorised entry of the Ephraim Island Land, Inlets or the Marina.

## **2.5 Gatehouse**

The Ephraim Island Body Corporate may:-

- a erect, maintain and cause to be operated gatehouses or other security structures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property, Inlets and the Marina; and
- b grant a conditional approval for access to any part of the Common Property, Inlet or the Marina and without limitation may only allow access to parts of the Common Property, Inlets and the Marina during specified times.

# **3. NOISE & OBSTRUCTION**

## **3.1 No Noise**

Owners or Occupiers must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property or the Marina.

Noise arising from the activities of the Owner or Occupier of the Restaurant and Kiosk Lot conducted in compliance with by-law 35 will be deemed not to be noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property or the Marina.

## **3.2 No Obstruction**

Owners or Occupiers must not obstruct the lawful use of Common Property or the Marina by someone else.

# **4. BEHAVIOUR OF RESIDENTS OR VISITORS OR INVITEES**

## **4.1 Behaviour**

Owners and Occupiers must ensure that they and their visitors or invitees:-

- a comply with all by-laws and this community management statement; and
- b do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property or the Marina.

#### **4.2 Damage by Resident or Visitor or Invitee**

An Owner or Occupier or visitor or invitee who damages Common Property or any Assets or the Marina must compensate the Ephraim Island Body Corporate for the damage caused upon demand by the Ephraim Island Body Corporate.

#### **4.3 Disorderly Conduct**

A drunken, idle or disorderly person found in or upon the Common Property, Inlets or Marina may be summarily ejected and removed from the Ephraim Island Land, Inlets or Marina by a security officer or a member of the police force.

### **5. NOTICE OF ACCIDENTS**

- 5.1 An Owner or Occupier involved in an accident on the Common Property, Inlets or the Marina must notify the Ephraim Island Body Corporate promptly of the accident and provide a detailed description of the nature and circumstances of the accident.

### **6. MAINTENANCE OF LOTS**

#### **6.1 Rules**

The Ephraim Island Body Corporate may set rules and guidelines regarding the standard of maintenance and appearance of Lots, the Marina and Subsidiary Schemes and the Ephraim Island Land generally. So as to ensure uniformity of appearance and general maintenance of such areas to a high standard and Owners and Occupiers and Subsidiary Bodies Corporate must comply with all such rules and guidelines. In default of this obligation, the Ephraim Island Body Corporate may maintain or attend to such areas (including without limitation, carry out works) in compliance with such rules and guidelines and may recover all costs in connection therewith from any relevant Subsidiary Body Corporate, Owner or Occupier.

### **7. COMMON PROPERTY**

#### **7.1 No work without approval**

A subsidiary Body Corporate and Owners or Occupiers must not (without the Ephraim Island Body Corporate's written approval), alter, mark, paint, drive nails, screws or other objects into Common Property, the Marina or any Assets or otherwise damage or deface the Common Property (including a structure that forms part of the Common Property) or the Marina or any Assets. This by law does not apply to the Original Owner.

#### **7.2 Damage by Owner or Occupier**

If an Owner or Occupier damages the Common Property, the Marina or Assets the Ephraim Island Body Corporate may repair the damage and recover the costs of repair from the Owner or Occupier as a liquidated debt.

#### **7.3 Wall brackets**

- a An Owner can mount wall brackets in their car space in the basement with the written approval of the Ephraim Island Body Corporate Committee;

- b The Ephraim Island Body Corporate cannot grant approval to mount wall brackets on fire doors; and
- c An Owner or Occupier cannot suspend objects on the wall brackets that extend beyond the perimeter of their car space.

#### 7.4 **No Smoking**

An Owner or Occupier or invitee is not permitted to smoke on common property. This includes but is not limited to the prohibition of smoking in the basement and amenity areas."

### **8. STRUCTURAL ALTERATIONS**

- 8.1 A Subsidiary Body Corporate and Owners or Occupiers must not make any structural alterations or alter the external appearance of a building or other structure on the Ephraim Island Land or any Asset without the prior written consent of the Ephraim Island Body Corporate and the Design Assessment Panel constituted under the Code and all other approvals required by law. This by-law does not apply to the Original Owner.
  - (a) An Owner or Occupier of a Lot shall not construct a Lot or undertake any alteration without the approval of the Design Assessment Panel constituted in accordance with the Code.
  - (b) An Owner or Occupier of a Lot shall not deviate from the standards listed below unless otherwise first approved in writing by the Principal Body Corporate and the Design Assessment Panel constituted in accordance with the Code.
- 8.2 An Owner in a Subsidiary Body Corporate must comply with the provisions of the Renovation Rules as detailed in Schedule D Clause 6 to this Community Management Statement when making alterations within a Lot.

### **9. PLANTS AND GARDENS**

#### 9.1 **No removal**

A Subsidiary Body Corporate and Owners or Occupiers must not, without the Ephraim Island Body Corporate's written approval:-

- a remove or damage a lawn, garden, tree, shrub, or flower (together "plant"), furniture, artwork or facility on the Common Property or the Marina;
- b use a part of the Common Property or the Marina as a garden;
- c allow any plant species greater than 2m in height or of a weight which may compromise the structural loading of a building to be grown on any part of the Lot or the Common Property.

#### 9.2 Plants visible from a Lot

Any plant in a Lot that is visible from outside the Lot must be:-

- a a variety approved by the Ephraim Island Body Corporate;
- b pruned as appropriate;
- c maintained in a good and healthy condition; and
- d promptly removed (if it dies) and replaced with an Ephraim Island Body Corporate approved variety.

### **10. RUBBISH DISPOSAL**

#### 10.1 **No Rubbish to be left**

A Subsidiary Body Corporate and Owners or Occupiers must not leave rubbish or other materials, including recycle material on the Common Property or Marina in a way or place likely to interfere with the use and enjoyment of the Common Property or Marina by someone else. Bins should not be visible unless it is within a few hours of their scheduled collection.

#### 10.2 **Disposal**

A Subsidiary Body Corporate and Owners or Occupiers may only dispose of rubbish in ways approved by or specified by the Ephraim Island Body Corporate.

#### 10.3 **Disposal**

A Subsidiary Body Corporate and every Owner or Occupier must:-

- a comply with all laws about disposal of rubbish; and
- b ensure that the health, hygiene and comfort of other Owners and Occupiers is not adversely affected when disposing of rubbish.

#### 10.4 **Disposal**

A Subsidiary Body Corporate and Owners and Occupiers must not restrict access to the Common Property, Inlets or Marina by the relevant government authority, the Ephraim Island Body Corporate, its contractors or workmen in collecting and disposing of rubbish.

### 11. **USE OF LOTS, COMMON PROPERTY AND MARINA – GENERAL**

#### 11.1 **No flammable substances**

Subject to by-laws 11.2 and 11.3, a Subsidiary Body Corporate and Owners and Occupiers must not, without the Ephraim Island Body Corporate's written approval, store a flammable substance on the Common Property or Marina.

#### 11.2 **Domestic substances**

A Subsidiary Body Corporate and Owners and Occupiers must not, without the Ephraim Island Body Corporate's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes and may be lawfully used for that purpose.

#### 11.3 **Exceptions**

However, by-law 11.1 does not apply to the storage of fuel in:

- a the fuel tank of a vehicle, Vessel or internal combustion engine; or
- b a tank kept on a vehicle or Vessel in which the fuel is stored in accordance with the requirements of the law regulating the storage of flammable liquid.

#### 11.4 **Caretaker Activities**

Notwithstanding this by-law 11, the Caretaker may store flammable substances used by the Caretaker in the course of acting as a Caretaker in a non-residential part of the Caretaker's Lot, or on parts of the Common Property or Marina specified by the Ephraim Island Body Corporate as a storage area.

#### 11.5 **Use of Lots Land Marina**

A Subsidiary Body Corporate or an Owner or Occupier using Common Property or the Marina or facilities in Lots must use them properly and only for the purpose for which they are designed.

#### 11.6 **Notice of damage or defect**

A Subsidiary Body Corporate or an Owner or Occupier shall give the Ephraim Island Body Corporate or the Caretaker prompt notice of any damage to or defect in the Common Property, Inlets or Marina including in any water or gas pipes including electrical cables, service cables and other fixtures. The Ephraim Island Body Corporate shall have power (by its contractors or workmen) to examine and make such repairs and renovations to the Common Property, Inlets or

Marina as it may deem necessary for the safety and preservation of the Ephraim Island Land and the Marina as often as may be necessary.

## 12. RESTRICTED ACCESS AREAS

### 12.1 Restricted Area

The Ephraim Island Body Corporate and the Subsidiary Bodies Corporate must use all reasonable endeavours to ensure that any parts of the Recreation Areas or Marina used for:-

- a electrical substations or control panels; or
- b fire service control panels; or
- c telephone exchanges; or
- d other services to the Lots, Recreation Areas or Marina including equipment to operate pools, security devices and the Recreation Areas;

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers may not enter or open or tamper with such areas without the consent of the Ephraim Island Body Corporate.

### 12.2 Storage

The Ephraim Island Body Corporate may use or authorise the use of appropriate parts of Recreation Areas or the Marina to store equipment used for the performance of the Ephraim Island Body Corporate's duties in respect of the Recreation Areas or the Marina. These areas may be locked and access prohibited without the authority of the Ephraim Island Body Corporate.

## 13. USE OF RECREATION AREAS

### 13.1 Rules

The rules for the use of any Recreation Areas are:-

- a the following Recreation Areas must not be used outside the following hours:-
  - i. outdoor pools – 7.00am to 9.00pm;
  - ii. in respect of the following areas of the Well Being Centre:-
    - Lap pool – 5.00am to 9.00pm;
    - Gymnasium and exercise area – 5.00am to 9.00pm;
  - iii. Day spa – 7.00am – 9.00pm,or such other hours as agreed to by the Ephraim Island Body Corporate. The Ephraim Island Body Corporate may from time to time declare hours of use in respect of other Common Property.
- b subject to the access and use rights of the public patrons of the operator of the Day Spa to the Well Being Centre, Common Property may only be used by the Owners or Occupiers or their guests accompanied by the Owner or Occupier.
- c each Owner or Occupier must (and must ensure their guests) exercise caution at all times and do not behave in any manner that is likely to interfere with the use and enjoyment of the Common Property by other persons;
- d if congestion is experienced in the use of the Common Property the Ephraim Island Body Corporate may arrange for the implementation of systems of mutual benefit of all Owners and Occupiers; and
- e all users of the Common Property must be suitably attired and must observe a dress coded suitable for the occasion.

- f An owner or occupier must not permit any guest to use any part of the Recreation Areas if that guest is paying any owner or occupier a fee which is related in any way with the use of the Recreation Areas. For instance, an owner or occupier cannot conduct swim classes or gym classes where there is a participation fee. This by-law does not prevent an owner or occupier conducting classes for a fee for owners/occupiers.

### 13.2 **Swimming Pool, Spa and Sauna**

In addition to by-law 13.1, the rules for use of any swimming pool area include:-

- a the gates to a swimming pool must be closed immediately after entry or exit.
- b children under the age of 12 must be supervised by an adult when they are inside a swimming pool fence.
- c a person must not allow an animal inside a swimming pool fence.
- d the Ephraim Island Body Corporate has the power to pass and change rules setting minimum dress standards for people in a swimming pool area.
- e a person must not bring any glass into any swimming pool, spa or sauna areas.
- f a person must not drink alcohol in the swimming pool, spa or sauna.
- g. inflatable floating mattresses/chairs and other pool toys are only permitted with a capacity of one person.

### 13.3 **Closure of Common Property**

The Ephraim Island Body Corporate may close any Recreation Area for maintenance purposes.

### 13.4 **Use of Common Property**

People using the facilities in any Recreation Area must use them only for their intended purpose, keep them clean and not leave them in any untidy or littered state. Balls and other items must not be thrown onto any gardens.

### 13.5 **Day Spa**

The Ephraim Island Body Corporate may lease, licence or grant occupancy rights in respect of the Day Spa to a third party which rights may include the right of public patrons of the Day Spa to access the Well Being Centre and use the facilities and equipment in the Well Being Centre.

### 13.6 **Gymnasium**

- a The gymnasium must not be used outside the hours of 5.00am to 9.00pm.
- b The gymnasium may only be used by the Owners or Occupiers or their guests if the guest is accompanied by the Owner or Occupier.
- c Persons use the gymnasium (including all the equipment in the gymnasium) at their own risk.
- d Persons using the equipment in the gymnasium shall do so in a manner consistent with the design parameters of each piece of equipment.
- e Shirts / singlets and shoes must be worn in the gymnasium at all times.
- f Children under the age of 16 must be supervised by a competent adult when they are inside the gymnasium.
- g A towel must be used on all gymnasium equipment.
- h Alcohol, smoking, eating and glass bottles are prohibited in the gymnasium.
- i Persons with health or fitness issues that are likely to be exacerbated by use of the gymnasium must seek advice from a medical practitioner prior to using the gymnasium.
- j Use of the gymnasium serves as an acceptance of the conditions of use.

### 13.7 **Disorderly Conduct**

A drunken or disorderly person found in or upon the Recreation Areas may be summarily ejected and removed from the Ephraim Island Land, Inlets or Marina by a security officer or a member of the police force.

### 13.8 **Prohibition**

The Ephraim Island Body Corporate Committee can prohibit an Owner or Occupier or invitee from Recreation Areas for a certain period of time if they have reasonable grounds to do so.

### 13.9 **BBQ areas**

1. The BBQ areas are open from 7.00am to 9.00pm.
2. The BBQ areas can be booked through Security.
3. An owner or occupier may have a maximum of 20 guests for the B 26 BBQ/Pool and park area. The committee's written consent is required for more than 20 guests. An owner or occupier may have a maximum of 10 guests for the Marina BBQ/Pool area. The committee's written consent is required for more than 10 guests.
4. Users must clean the BBQ hot plate, surrounding bench and dining tables when finished. Cleaning equipment can be obtained from Security.
5. Residents are responsible for the conduct of their invited guests. Residents must accompany guests at all times.
6. No smoking is permitted in the BBQ areas.
7. Rubbish and all glass/bottles must be removed from the BBQ areas and placed in the appropriate waste bins located near the BBQ areas or in the basement refuse rooms.
8. Tables & chairs must be repositioned to their original layout when finished.
9. By-Laws in relation to noise must be complied with at all times.
10. Booking a BBQ area does not provide sole use of that BBQ area. At all times other owners and occupiers are able to use the BBQ area.
11. The BBQ areas are part of a common area in an amphitheatre created by the surrounding buildings, where noise carry is exaggerated. Occupiers and guests must keep noise to a minimum. Amplified music and raucous behaviour is not permitted. Parents must keep the noise from their children to a minimum.
12. Ball games are not permitted.

## 14. **VEHICLES**

### 14.1 **Parking**

An Owner or Occupier must not, without the Ephraim Island Body Corporate's written approval:-

- a park a vehicle or allow a vehicle to stand on the Common Property which is marked with a yellow line (to indicate no standing at any time); or
- b permit anyone else to park a vehicle or allow a vehicle to stand on the Common Property'
- C all Vehicles must be parked so that the Vehicle is contained within the lines of the car park and must not protrude onto the common property or onto an adjoining car park.

unless the area of Common Property is designated for such purposes and then only subject to any rules set by the Ephraim Island Body Corporate in relation to use of such areas.

### 14.2 **Cancellation of Approval**

The Ephraim Island Body Corporate may cancel any approval given under by-law 14 by giving 7 days written notice to the person who originally obtained the approval

### 14.3 **Access by Vehicles**

Vehicles may only traverse Common Property areas designed for that purpose.

#### 14.4 **Speed of Vehicles**

Vehicles must be driven safely and at a safe speed as determined by the Ephraim Island Body Corporate and if not determined, then the speed is not to exceed 10km/hour at any time. Non-registered vehicles such as gold buggies may only be used on that part of the Common Property comprising a road. Any such vehicle used must only be done so by an adult holding a public liability insurance policy, a copy of the certificate of currency must be displayed on the vehicle at all times.

#### 14.5 **Not to apply to Original Owner**

So that there is no confusion, this by-law does not apply to the Original Owner in respect of Lots it intends to further subdivide.

#### 14.6 **Towing**

Unlawfully parked vehicles will be dealt with as follows:

- a Visitor's Car park and Promontory Car Park and Top Deck (excludes visitors' car park Building 31), within a 7 day period:-

Label car with NOTICE and record in book (1<sup>st</sup> time);

After 24 hours, Label car with NOTICE and record in book (2<sup>nd</sup> time);

After 24 hours, Label car with RED STICKER and record in book (3<sup>rd</sup> time); and  
tow vehicle and record in book.

- b Basement Car park

The Occupier entitled to the use of the car space is to request the Resident Manager to remove the unlawfully parked vehicle, If possible, contact owner of vehicle.

Label vehicle with RED STICKER.

Within 20 minutes, contact a licensed towing company to remove vehicle.

#### 14.7 **Guest Parking**

Residents are permitted to park their guest's vehicle in the Visitor's Car Park outside their building for a one overnight stay, but must first advise security or the Resident Manager of the vehicle's registration number and obtain a Vehicle permit to be placed on the dashboard of the Vehicle, or if there is no dashboard it is to be placed on a prominent part of the front of the Vehicle.

#### 14.8 **Long term parking**

Long term parking facilities (to a maximum of 7 days) are available in Compactor Visitor's car park (adjacent to B31), this use is subject to approval by the Body Corporate.

#### 14.9 **Parking enforcement procedures for Security staff**

The following procedures are to be followed by security staff:

- a Issue a warning notice onto all vehicles illegally parking in the visitor parking areas and report the registration numbers of the vehicles to the Resident Manager;
- b Illegally parked vehicle registration numbers which are reported twice during a one week period and issued with a warning notice (which is to advise that further illegal parking will result in towing of the vehicle), upon the sighting of the same registration number of an illegally parked vehicle, on the third occasion in a week period Security are to have a tow away order raised and issued to a licensed towing company for the vehicle's removal;
- c Vehicles found parked on/over or parallel to a continuous yellow line are to be towed away immediately with Security approved to arrange such action;
- d Vehicles parked on Common Property lawns, basement roadways (not in parking spaces) blocking fire exit doors or substations or communications rooms are to be towed away without a requirement of issue a notice; and

- e Upon receipt of a complaint from a resident of an illegally parked vehicle in their allocated car parking space(s), Security are approved to arrange immediate tow away of the offending vehicle.

#### 14.10 **Prohibited uses of common property**

- a Motorised skateboards, scooters and unregistered carts are prohibited to be driven in the basement and basement entry and exit ramps;
- b Bicycles are permitted to be ridden on common property if all State and/or Commonwealth rules concerning bicycles are followed."

#### 14.11 **Visitor Parking**

- a Automobiles (to a maximum weight of 2.5 tonnes) are permitted to park in any Ephraim Island Visitor Car Park.
- b The following are not permitted in visitor car parks except with the written permission of the Committee: caravans, boats, trailers, pop-up caravans and camper trailers, tractors, motor-homes, trucks, furniture, storage units or any other goods of any kind.
- c Owners and Occupiers may apply in writing for permission to park the vehicles and items listed at by-law 14.11(b) in the Compactor car park (being adjacent to building B 31) for up to 7 days in a calendar month.
- d Except with the written permission of the Committee, visitor parking is limited to:
  - i. up to 7 days in a calendar month in the Compactor car park; and
  - ii. up to 4 hours in a 24 hour cycle for any other visitor parking, including the Promontory car park and the visitor parking adjacent to building 1.
- e Owners and Occupiers may apply in writing for permission to park in the visitor parking for longer than the prescribed times.
- f Owners and Occupiers with permission to park in the visitor car parks must obtain a parking voucher from security and display the voucher in an easily visible location on the dashboard of their vehicle.

#### 14.2 **Cranes**

A lot owner or occupier shall not allow a crane to enter or operate on Ephraim Island Land without first:

- a obtaining the consent of Ephraim Island Body Corporate; and
- b providing the following documents to the Ephraim Island Body Corporate:
  - i. a letter from the crane operator detailing their plan for compliance with Workplace Health and Safety Regulations when operating the crane on Ephraim Island Land;

- ii. a copy of the crane operator's relevant licences to operate the crane;
- iii. a copy of the crane operator's relevant insurance documents including public liability insurance; and
- iv. an engineer's report regarding the crane and the crane's expected load. The report must state:
  - that the engineer has assessed the load capacity of any relevant load bearing structure and;
  - that it is acceptable for the crane to operate on the Ephraim Island Land with the expected load;
  - any conditions that are to be imposed to ensure that the load capacity of any relevant load bearing structure is not exceeded; and
  - that the expected load complies with any of the imposed conditions.

#### 14.3 **Heavy Vehicle**

- a In this by-law Heavy Vehicle means any Vehicle or Vessel which weighs over 4.5 tonnes gross vehicle mass.
- b A lot owner or occupier shall not allow a Heavy Vehicle to enter or operate on Ephraim Island Land without first obtaining the consent of Ephraim Island Body Corporate.

#### 14.4 **Oversized Vehicles**

- a Any oversized Vehicle that cannot readily be parked elsewhere on the scheme is to be parked in the 2 allocated car spaces in the Compactor car park.
- b Normal sized Vehicles must not park in the car parks allocated for oversized vehicles.

### 15. RECOVERY OF COSTS

#### 15.1 **Payment**

A Subsidiary Body Corporate or an Owner (which expression extends to a mortgagee in possession) shall pay on demand the whole of the Ephraim Island Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

- a recovering levies or moneys payable to the Ephraim Island Body Corporate pursuant to the Act levied in respect of a Subsidiary Scheme, a Lot or upon a Subsidiary Body Corporate or an Owner by the Ephraim Island Body Corporate or otherwise pursuant to these by-laws;

- b all proceedings including legal proceedings conducted in favour of the Ephraim Island Body Corporate taken by or against a Subsidiary Body Corporate or an Owner or Occupier of the Owner's Lot, including but not limited to appeals; or
- c enforcing these by-laws.

#### 15.2 **Failure to pay**

If a Subsidiary Body Corporate or an Owner (or the Owner's mortgagee in possession) does not pay the Ephraim Island Body Corporate's costs and expenses after demand is made for payment, then the Ephraim Island Body Corporate may do either or both of the following:-

- a treat the demanded costs and expenses as a liquidated debt and take action to recover that liquidated debt in any Court of competent jurisdiction; or
- b enter the Ephraim Island Body Corporate's costs and expenses against the levy account in respect of the Subsidiary Scheme or Lot (as the case may be).

### 16. DEVELOPMENT BY ORIGINAL OWNER

#### 16.1 **Development**

Despite any other by-law, the Original Owner may do anything relating to the Development of the Ephraim Island Land or the Marina as set out in this community management statement.

#### 16.2 **Original Owner's Activities**

Without limiting by-law 16.1 the Original Owner may do anything relating to the Development and construction of the Marina:-

- a on or adjacent to Common Property including excavation, general earthworks, the construction of Common Property areas (including roads, parks, courtyard areas, inlets and any swimming pool, gymnasium or marina workshop area) or the installation of utility infrastructure;
- b on or to a Lot owned by the Original Owner;
- c without requiring the Ephraim Island Body Corporate's or any Subsidiary Body Corporate consent or approval;
- d without incurring any responsibility or liability to the Ephraim Island Body Corporate or any Subsidiary Body Corporate;
- e use any Lot or permit any Lot to be used for the purposes of a display or sales Lot;
- f erect signage or permit signage to be erected on Ephraim Island Land;
- g bring heavy earthmoving and construction equipment onto the Common Property or the land to contain the Marina from time to time in order to complete the Development and the construction of the Marina.

#### 16.3 **No delay of Original Owner**

The Ephraim Island Body Corporate, an Owner or Occupier or a Subsidiary Body Corporate must not do anything that hinders or prevents or slows down the Original Owner's process of developing the Ephraim Island Land or the Marina and the Ephraim Island Body Corporate must not do anything that might have any of these effects or outcomes.

#### 16.4 **No objection**

The Ephraim Island Body Corporate and each Subsidiary Body Corporate and each Owner and Occupier shall not make any objection or claim against the Original Owner, its agents, employees, contractors or invitees in respect of any noise, dust, traffic or nuisance of any type which may arise in connection of the Marina by or on behalf of the Original Owner.

#### 16.5 **Indemnity**

The Ephraim Island Body Corporate and each Subsidiary Body Corporate and each Owner and Occupier of a Lot indemnifies and shall keep indemnified the Original Owner against any loss, cost, damage, liability, delay suffered or incurred directly or indirectly because of their breach of this by-law 16.

#### **16.6 Access by Original Owner**

The Ephraim Island Body Corporate and each Subsidiary Body Corporate and each Owner and Occupier agree that the Original Owner, its contractors and workmen shall be entitled to full and free uninterrupted access over and to the Common Property (including Common Property the subject of an exclusive use by-law), the Inlets, to the Marina land and to any Lot owned by the Original Owner to carry out the Development of or construction on a Lot or the Marina.

### **17. ACCESS BY EPHRAIM ISLAND BODY CORPORATE**

A Subsidiary Body Corporate and each Owner or Occupier upon receiving reasonable notice from the Ephraim Island Body Corporate (except in the case of an emergency where such notice shall not be necessary) shall at all times allow (and hereby grants an irrevocable licence in favour of) the Ephraim Island Body Corporate, its contractors or workmen the right of access to subsidiary common property and/or Lots (with or without machinery, vehicles, plant and equipment) or a Marina Berth for the purposes of carrying out works or effecting repairs to any utility infrastructure situated on the subsidiary Common Property or the Lot or a nearby Lot or a Marina Berth.

### **18. EPHRAIM ISLAND BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS**

#### **18.1 Agreements**

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Ephraim Island Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the body corporate in its absolute discretion shall decide one or more of the following agreements or arrangements:-

- a an agreement or agreements for the caretaking, security, management and/or maintenance of the Common Marina or the Bridge; and
- b an agreement or agreements for the appointment of a body corporate manager for the performance of (among other things) certain duties and obligations of the secretary and treasurer of the Ephraim Island Body Corporate and such other duties and obligations as the Ephraim Island Body Corporate shall deem appropriate;
- c an agreement or agreements or building management statements for the purpose of better seeing to the proper functioning, operation and management of the Ephraim Island Land, Common Property, Inlets, the Marina or for the purposes of ensuring the proper performance of the powers, duties and functions of the Ephraim Island Body Corporate and of the Committee (including agreements with service contractors and service and maintenance contracts in respect of utility services such as mechanical ventilation, fire control equipment and security systems);
- d an agreement or agreements for the supply of services and access to the Ephraim Island Land and incorporating cost sharing arrangements;
- e burden and/or benefit easements affecting the Ephraim Island Land in favour of or from public authorities (including the local government) or adjoining land owners or owners of Land in the vicinity of the Ephraim Island Land for purposes of access, private or public open space, services or for other purposes specified in any development approval relating to the Ephraim Island Land or any infrastructure agreements relating to the Ephraim Island Land or any other purpose decided by the Ephraim Island Body Corporate and upon such terms (including cost contributions) as decided by the Ephraim Island Body Corporate;

- f easements, agreements for lease, licences or other rights of occupation of the Marina, open space on Common Property or the Bridge for the use of them for the benefit of Owners or Occupiers or the public; and
- g the leasing, licensing or allowing occupation of the Day Spa and allowing access to and use of the Well Being Centre and its facilities to the operator and patrons of the Day Spa.

### 18.2 **Compliance**

Owners and Occupiers must:-

- a comply with all agreements entered into by the Ephraim Island Body Corporate so far as they are relevant; and
- b not do anything that may cause the Ephraim Island Body Corporate to be in breach of any agreement.

### 18.3 **Terms**

Any such agreements shall be upon terms and conditions as the Ephraim Island Body Corporate shall decide in its absolute discretion.

## 19. PETS AND ANIMALS

19.1 The Owner or Occupier of a Lot may keep a maximum of one small dog or one cat in the Lot as long as the animal:-

- a does not disturb others;
- b is a domesticated pet;
- c is toilet trained;
- d is carried whilst on any common property of a Subsidiary Scheme other than common property to which the Owner or Occupier of the Lot has an exclusive use right;
- e subject to paragraph 19.1g, that cats are kept indoors;
- f wears an identification tag clearly showing the owner's address and phone number;
- g is kept clean, quiet and controlled at all times whilst in the Lot and on a leash when on the Common Property;
- h does not weigh more than ten (10) kilograms when fully grown;
- i is not taken into the pool areas, barbeque areas or gymnasium.

19.2 The Owner or Occupier must clean up after the Owner or Occupier's animal. If the animal does deposit excrement whilst Common Property, the Owner or Occupier must immediately collect and dispose of the excrement in a sealed plastic bag within their household rubbish and NOT in any Common Property rubbish bins.

19.3 The Owner or Occupier must supply a recent photograph of the animal and the Gold Coast City Council registration number of the animal to the Resident Manager for identification purposes.

19.4 If challenged, the Owner or Occupier has the onus of proof (balance of probabilities) with respect to the matters contained in by-law 19.1.

19.5 Subject to by-law 19.1 the Owner or Occupier must not, without the Ephraim Island Body Corporate's written approval:-

- a bring an animal onto, or keep an animal on a Lot or the Common Property; or
- b permit an invitee to bring an animal onto or keep an animal on the Lot or Common Property.

19.6 Subject to by-law 19.1, each Owner or Occupier must obtain the Ephraim Island Body Corporate's written approval before bringing, or permitting a guest to bring an animal onto a Lot or the Common Property.

- 19.7 An application to the Ephraim Island Body Corporate for approval to keep one small dog or one cat in the Lot must include a veterinary certificate stating that the animal is healthy.
- 19.8 The Ephraim Island Body Corporate may order an animal to be removed from the Ephraim Island Land if the animal does not meet all or is in breach of any of the criteria set out in by-law 19.1.
- 19.9 Any pet or other animal found running loose on the Common Property may be detained by the Ephraim Island Body Corporate and such pet or other animal will only be released to its owner upon payment to the Ephraim Island Body Corporate of a handling charge of \$50 or such other amount as the Ephraim Island Body Corporate may from time to time determine.
- 19.10 The Gold Coast City Council's Dog Laws apply to all Owners, Occupiers and Visitors.

## 20. GST

### 20.1 GST Definitions

In this by-law:-

- a "GST" has the same definition as that term has in the GST Legislation;
- b "GST Legislation" means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any associated Commonwealth legislation, regulations and publicly-available rulings;
- c "GST Liability" means the liability of the relevant party making a Taxable Supply (the "Supplier") to another party (the "Recipient") under or pursuant to this document to pay GST under the GST Legislation in respect of that Taxable Supply; and
- d Other expressions not defined above have the meanings as defined in the GST Legislation.

### 20.2 Payment of GST

The Recipient must:

- a Pay to the Supplier the amount of the Supplier's GST Liability (if any); and
- b Make that payment to the Supplier at the same time as the Recipient makes the payment for the relevant Taxable Supply.
- c The Supplier must deliver to the Recipient a tax invoice in a form which complies with the GST Legislation to enable the Recipient to claim any input tax credits that that Recipient may be entitled to claim in respect of the payment by the Recipient for the Taxable Supply. The tax invoice must be delivered not later than the date of payment referred to in paragraph 20.2 of this by-law.
- d Any amount to be reimbursed to a party ("Reimbursed Party") under this document by another party ("Reimbursing Party") which does not relate to a taxable supply made by the Reimbursed Party shall be reduced by the amount of any input tax credits to which the Reimbursed Party is entitled in respect of the creditable acquisition for which reimbursement is being sought. The intention is that the Reimbursing Party only reimburses the Reimbursed Party for the net cost of the acquisition so as to avoid any element of price exploitation.
- e It is agreed that all amounts payable by the Recipient to the Supplier under or in accordance with these by-laws are exclusive of GST.

## 21. COPIES OF BY-LAWS

The Owner must give a copy of these by-laws to any Occupier of his Lot.

## **22. COMPLIANCE WITH LAWS**

Owners and Occupiers must comply with all laws (including Environmental Laws) and the requirements of all relevant authorities in respect of Ephraim Island and the Marina. Further, an Owner or Occupier of a Marina Berth must comply fully with the terms of the Marina Berth Sublease.

## **23. EXCLUSIVE USE AREAS**

### **23.1 Exclusive Use Areas**

The Original Owner may allocate the exclusive use of part of the Common Property ("Exclusive Use Area") to a Lot or a Subsidiary Scheme nominated in writing by the Original Owner to the Ephraim Island Body Corporate. When the allocations are made they will be identified in Schedule E. The Owners of such lots:-

- a are entitled to only use the Exclusive Use Area for the purposes as nominated in Schedule E;
- b at their own expense keep the Exclusive Use Area clean and tidy provided however the Ephraim Island Body Corporate shall be responsible for the expense of cleaning those Exclusive Use Areas which are carparks;
- c are responsible for the maintenance and operating costs of the Exclusive Use Area.

### **23.2 Grant subject to access**

The grant of the exclusive use and enjoyment of an area is made subject to the relevant Owner allowing the Ephraim Island Body Corporate and their properly appointed agents access at all reasonable times to such Exclusive Use Area for any proper purpose.

### **23.3 Swapping exclusive use and storage space**

The registered owners of Lots may at any time swap exclusive use carpark or storage space areas. Written notification of any such swap shall be provided by all registered owners involved in a swap to the Ephraim Island Body Corporate. The Ephraim Island Body Corporate shall maintain an up to date record of the car spaces and storage spaces allocated to the various owners from time to time.

### **23.4 Storing goods in Exclusive Use Areas**

- a. Workplace Health & Safety and Fire Regulations apply to all carpark spaces. No items are to be stored on top of the storage cages in order to comply with the Automatic Fire Sprinkler System 2008 Clause (5.5.7) legislation.
- b. All car park spaces are to be kept free of furniture, and any non-furniture items (other than sports equipment) must be stored in a fire resistant and waterproof container.
- c. Sports equipment may be stored on car spaces.

## **24. NO SHORT TERM LETTING**

- 24.1 Lots must not be let or licensed for a period of less than 3 months unless the Ephraim Island Body Corporate otherwise approves.

## 25. ACOUSTICS

- 25.1 An Owner or Occupier must not without any prior approval in writing of the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and subject to any reasonable conditions the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate may impose:-
- a remove, install or reinstall any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant Building Code Regulations and is suitably acoustically treated and so the floor remains structurally sound; or
  - b interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant Building Code Regulations.
- 25.2 When removing or installing any hard timber floor surfaces pursuant to by-law 25.1a:-
- a the insurance of the work during installation is to be the responsibility of the Owner or Occupier of the Lot;
  - b all costs associated with the work are to be met by the Owner or Occupier of the Lot;
  - c any common property damaged as a consequence of installation is to be fully reinstated at the expense of the Owner of the Lot;
  - d the Owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation;
  - e the Owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;
  - f the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and any Subsidiary Body Corporate costs in providing the approval are to be met by the Owner of the Lot;
  - g upon completion the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 25.1. When preparation of the floor is completed, the Ephraim Island Body Corporate Committee is entitled to inspect prior to any timber being laid;
  - h the Owner or Occupier of the Lot's contractor must park in the Owner or Occupier's allotted car space; and
  - i hours of work of the contractor are to be between 9.00 am to 4.00 pm Monday to Friday.
- 25.3 The minimum field impact isolation control of 55db under the relevant Building Code Regulations required under By-law 25.1a only applies to a lot situated directly above another lot. It does not apply to a lot situated directly above Common Property. For clarity, an Owner or Occupier of a lot situated directly above Common Property must still seek prior approval in writing of the Ephraim Island Body Corporate and the relevant Subsidiary Body Corporate and adhere to any conditions imposed by the Ephraim Island Body Corporate and the Subsidiary Body Corporate when removing, installing or reinstalling any hard floor (for example timber or tile).

## 26. THROWING OBJECTS

- 26.1 An Owner or Occupier shall not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages (apart from garbage chutes) or skylights, from balconies, from the roof or in passageways of the building or any part of the common property. Any damage or costs for cleaning or repair caused by a breach of this by-law and any consequential damages or costs arising therefrom shall be borne by the Owner or Occupier concerned.

## 27. SOUND

- 27.1 All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers.
- 27.2 An Owner or Occupier shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other Owner or Occupier, at any time day or night.
- 27.3 The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00 pm and 8.00 am in such a manner as to be audible at all, to any other Owner or Occupier of another Lot.
- 27.4 An Owner or Occupier shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in a Lot between the hours of 10.00 pm and 8.00 am.
- 27.5 In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimise the annoyance to other Owners or Occupiers including closing all doors, windows and curtains of the Lot.

## 28. REMOVALS

- 28.1 An Owner or Occupier shall not move any furniture, piano, or safe into or out of any Lot without prior notice given to the Ephraim Island Body Corporate and the moving must be done in the manner and at the time directed by the Ephraim Island Body Corporate or the Caretaker appointed by the Ephraim Island Body Corporate.
- 28.2
- a In this by-law 'Removal Truck' means any Vehicle or Vessel which weighs over 4.5 tonnes gross vehicle mass and is used for the purpose of transporting furniture and other household items.
  - b An Owner or Occupier must obtain permission to allow their Removal Truck to park in Visitor car parking.
  - c The Removal Truck for Owners and Occupiers of Building 2, 3 and the Subsidiary 102 Villas must park in the car park adjacent to building 1 and transport the furniture and other items by ute or other Vehicle through the basement car park.
  - d The Removal Truck for Owners and Occupiers of Buildings 5-31 must park in the car park adjacent to building 1 and transport the furniture and other items by ute or other Vehicle through the basement car park.
  - e The Removal Truck for Owners and Occupiers of the Subsidiary 104 villas and beach houses may park outside the villa or house it is delivering to as long as it does not obstruct the common property or impede access to other lots.

## 29. EXTERNAL APPEARANCE

### 29.1 Window Furnishings

Window Furnishings (including blinds, drapes and curtains must conform to the standards set by the body corporate. The standards include those set out in by-laws 29.2 to 29.6 (inclusive).

**29.2 Curtains**

Curtains are to have off white or white backing and any sheer is to be white or off white in colour with no coloured patterns.

**29.3 Blinds/Shutters**

- a All timber shutters and timber venetian blinds are to be painted white or off white in colour.
- b Blinds (Roman, Roller etc.) are to be backed with a white or off white material.
- c All venetian blinds are to be white or off white in colour.

**29.4 Internal Sun Screen Roller Blinds**

All sun screen roller blinds are to be white, off white or charcoal in colour.

**29.5 Security Screens/Doors**

Security screens to windows and sliding doors are to have frames in a colour to match the window frames. All in-fill panels are to be black in colour and have no visible bar or grilles.

**29.6 Lighting**

Any external lighting treatment to the Lot shall be in accordance with the external lighting scheme installed by the Original Owner. Light globes shall not be of a different colour to those which were installed by the Original Owner.

**29.7 Articles etc on balconies**

An Owner or Occupier of a Lot shall not, except with the consent in writing of the Ephraim Island Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot in such a way as to be visible from outside the Building.

**29.8 Fans on Balconies**

An Owner or Occupier can install and maintain in good order a fixed fan on their balcony ceiling with the written consent of the Committee. The Committee will have regard to the impact the fan will have on the aesthetics.

**29.9 Additional Wind Barriers**

- a An Owner or Occupier must get the written approval from the Committee to install additional screening on their lot.

The Committee will not unreasonably withhold consent and will have regard to the following when granting or denying consent:

- (i) the screening is consistent with the existing screens in the Body Corporate.
- (ii) the screening facilitates compliance with local town planning.
- (iii) tracks currently exist.
- (iv) when in the retracted position, the perimeter of the balcony is not enclosed by more than 40% of its length.
- (v) when in the extended position, the enclosure can be 100% if the Owner or Occupier wishes but the screens must remain operable.
- (vi) the screens must match existing colours, finishes and materials.
- (vii) new materials and fabrication must match or exceed the original specifications and comply with relevant Australian Standards and Building Codes.
- (viii) the screening and building fixtures is to be fabricated and installed by approved contractors.

- b There are four zones to which differing rules apply (refer to drawings included as clause 8 Schedule D):
- (i) Zone 1 – additional or new sliding screens acceptable on existing tracks. New screens to be operable louver type to match existing or optionally clear glazed sliding screens. These can be used in combination with a clear glass balcony divider in approved locations to assist enclosure. Groups of screens on a track can consist of all louvered type or all glazed type or any combination of each.
  - (ii) Zone 2 – additional or new sliding screens acceptable on existing tracks. New screens to be operable louver type to match existing. There is no option for glazed sliding screens. These also can be used in combination with a clear glass balcony divider in approved locations to assist enclosure.
  - (iii) Zone 3 – additional fixed and sliding screens will be considered on a case by case basis.
  - (iv) Zone 4 – new sliding screens acceptable on new tracks. New tracks to be clear glazed sliding screens. These can be used in conjunction with a clear glass balcony divider in approved locations to assist enclosure.
- c New screens, fixtures, glazing and structures are to be designed to comply with the following structural criteria as applied to the existing building:
- (i) Region B.
  - (ii) Terrain Category 1 for serviceability wind speeds.
  - (iii) Terrain Category 2 for ultimate wind speeds.
  - (iv) Importance level 3.
  - (v) Regional wind speed  $V_{serv} = 38 \text{ m/s}$  (20 yr return).
  - (vi) Regional wind speed  $V_{uit} = 60 \text{ m/s}$  (1000 yr return).
  - (vii) Shielding multiplier:  $M_s 1.0$ .
  - (viii) Topographic multiplier:  $M_t 1.0$ .
  - (ix) Internal pressure coefficient  $C_{pi}$ :  $-0.2, -0.3$
  - (x) Allow for local pressures around the building as specified in AS 1170.2.
  - (xi) Design wind pressures to be derived from the site wind pressures by using appropriate coefficients and factors in accordance with AS 1170 part 2 – 2002.
  - (xii) Wind pressures at floor levels:
    - a. Level 7 to roof  $q_{zu}$ : 2.52kPa  $q_{zs}$ : 1.23kPa
    - b. Level 5 to 6  $q_{zu}$ : 2.38kPa  $q_{zs}$ : 1.17kPa
    - c. Level 1 to 4  $q_{zu}$ : 2.12kPa  $q_{zs}$ : 1.07kPa
    - d.  $q_{zu}$ : denotes ultimate site wind pressure.
    - e.  $q_{zs}$ : denotes serviceability wind pressure.

### 30. CARPARK SPACES

- 30.1 The Ephraim Island Body Corporate has the authority of Owners and Occupiers of Lots and is empowered to organise cleaning services for the carpark spaces.

### 31. INSTALLATION OF ALARMS

- 31.1 No Owner or Occupier is permitted to install an audible alarm or security alarm or device without the prior written consent of the Ephraim Island Body Corporate.

## **32. INLETS AND MARINA**

### **32.1 Inlet Use**

The Inlets may only be used by non motorised or non powered or powered Vessels such as paddle skis, canoes and kayaks. This by-law does not apply to the use by a service contractor of the Ephraim Island Body Corporate of an electric motorised Vessel used in the cleaning of rubbish and debris from an Inlet. Only Owners or Occupiers and their accompanied guests shall be entitled to use the Inlet.

### **32.2 Marina Use**

The Marina may only be used by:-

- a Owners or Occupiers or their invitees (pursuant to the terms of the Marina Berth Sublease and this By-law 32) of Lots whose Owner or Occupier is a sublessee of a Marina Berth Sublease; and
- b those Vessels (including water taxis) which the Ephraim Island Body Corporate (in its absolute discretion) from time to time allows.

Pursuant to the provisions of the *Body Corporate and Community Management Act 1997* Owners of Lots who are also a registered sublessee of a Marina Berth Sublease and their Occupiers will have the special privilege of the common areas of the Marina so that a security system can ensure that only those persons who occupy the relevant Lot or are invited by an Occupier may access the Marina.

### **32.3 Conduct in Inlets and Marina**

An Owner or Occupier must not:-

- a dispose of any rubbish, plant, animal effluent, oil, fuel and the like or other substance whatsoever in the Inlets or Marina;
- b dispose of any pollutant chemicals or substance into the Inlets or Marina;
- c do anything which will in any way interfere with the water quality of the Inlets or the Marina or will interfere with any structures in or about the Inlets or Marina Generally;
- d swim or fish in the Inlets except as may be authorised by recreational purposes from time to time by the Ephraim Island Body Corporate;
- e fail to comply with any Environmental Law including any environmental management plan applicable to the Inlets or the Marina.

### **32.4 Use and Control of Inlets or Marina**

The Ephraim Island Body Corporate may:-

- a take any steps and do any acts as it considers necessary for the general benefit and safety of persons, Vessels and property and for the security of any Vessel or the avoidance of any injury or further injury to any person, Vessel or property in or upon or in the vicinity of any Inlets or the Marina;
- b give to the Caretaker or owner or occupier of a Vessel or to any person within any Inlets or the Marina any direction the Ephraim Island Body Corporate considers necessary including but without limitation where, in the opinion of the Ephraim Island Body Corporate, a Vessel is not securely moored, a direction that the Caretaker or owner or occupier of the Vessel remedy the lack of secure mooring forthwith or within such time as the Ephraim Island Body Corporate specifies;
- c fix time limits for the carrying out of works or maintenance;

- d identify areas and places within the Inlets or the Marina for the purpose of carrying out works or maintenance; and
- e restrict those areas, if any, of the Inlets or Marina, if any, where a person may swim, dive or fish.

### 32.5 **Mooring of Vessels**

It will be the responsibility (jointly) of the owner and occupier and person in lawful possession of a Vessel moored in the Marina to ensure that:

- a the Vessel and its machinery, equipment and any goods on board are sufficiently protected against loss or damage arising out of accident, damage or theft;
- b any mooring lines holding the Vessel are good and sufficient;
- c the Vessel is in all other respects safely secured in its mooring place.

### 32.6 **Restricted Vessels**

Fishing Vessels will not be allowed in the Inlets or Marina.

### 32.7 **No living onboard Vessels**

An owner or occupier and crew of a Vessel must not live or allow any person to live on board a Vessel whilst in the Marina.

### 32.8 **Restrictions**

A person must not:-

- a except in relation to an Owner's or Occupier's Marina Berth, moor a Vessel in:-
  - (i) any Inlet; or
  - (ii) the Marina without first obtaining the written consent of the Ephraim Island Body Corporate.
- b cast, place, leave, or cause to be cast, placed or left, any mooring of whatever kind or description in, upon, on, over or through or across any portion of the Marina including but without limitation the bottom or bed of the Marina except to the extent reasonably necessary;
- c anchor a Vessel in the Marina in contravention of any prohibition, restriction as to the time of anchoring or other restriction for the time being in force;
- d navigate a Vessel in the Marina at a speed exceeding 4 knots. A speed of less than 4 knots must be maintained where necessary or as stipulated to avoid the likelihood of damage to moored Vessels or any hazard or undue inconvenience to the navigation of Vessels. Areas where a speed of less than 4 knots applies will be identified by the Ephraim Island Body Corporate;
- e navigate a Vessel carelessly, negligently or recklessly in the Marina;
- f moor or place any Vessel, vehicle or any other thing in the Marina so as to impede the use by any person or any part of the Marina;
- g use or interfere with any Mooring or any fitting or appliance in the Marina for any purpose other than that for which such fitting or appliance is provided;
- h undertake maintenance or repairs to any Vessel in any part of the Marina without the prior consent of the Ephraim Island Body Corporate;
- i organise any gathering of people or entertain on or in any Inlet or the Marina or on any Vessel at any time without the permission of the Ephraim Island Body Corporate;
- j launch any Vessel into the Marina except from a properly constructed launching ramp, dock or slipway;
- k use any on-board toilet which discharges to the waters in or around the Marina; or

- I ensure holding tanks for toilets on a Vessel shall only be discharged into the sewer at the sewerage pump-out area.

### 32.9 **Failure to Comply**

Failure by any person to comply with a direction from the Ephraim Island Body Corporate or with any part of by-laws affecting the Inlets or Marina will allow the Ephraim Island Body Corporate to rectify the non-compliance or to take any steps to ensure the person rectifies the non-compliance. The Ephraim Island Body Corporate may also:

- a give the Person written notice that the Person has not complied with one or more of by-laws and that the Person must rectify the non-compliance forthwith or within a period nominated by the Ephraim Island Body Corporate;
- b where the non-compliance is a non-compliance with by-law 32.8 with any assistance the Ephraim Island Body Corporate requires at the cost of the person moor, unmoor, anchor or remove the Vessel. The Ephraim Island Body Corporate may also cast off or loosen any warp or rope, or unshackle or loosen any chain by which the Vessel is moored or fastened, first putting on board a sufficient number of persons to protect the Vessel where there is no person on board the Vessel; or
- c where the non-compliance is a non-compliance with by-law 32.8b, remove the mooring and restore the site to the former condition at the cost of the person.

### 32.10 **No Moorings to be constructed by Occupiers or Owners**

Except in respect of maintenance or repair of a Marina Berth in the Marina (and then only with the written consent of the Ephraim Island Body Corporate) no Owner or Occupier of any Lot or other person shall erect or construct or cause to be erected or constructed any pontoon, jetty, wharf or other structure on and from or adjacent to a Lot or any part of the Common Property (may not protrude over adjoining waterways). An Occupier or Owner or any other person is prohibited from obtaining or seeking to obtain approval to erect or construct such a structure from any local authority or other relevant authority. The Ephraim Island Body Corporate may, apart from any other rights, seek an injunction to prevent or stop any such application or works being carried out in contravention of this by-law.

### 32.11 **Boat Ramps**

A person must not:-

- a use any boat ramp except for the purpose of launching or retrieving a Vessel;
- b drive or stand a Vehicle onto or upon any boat ramp except for the purpose of launching or retrieving a Vessel;
- c moor, place or anchor a Vessel within the approach fairway to any boat ramp so as to be likely to obstruct its use by any other person;
- d obstruct or impede the use of any boat ramp by any other person;
- e carry out maintenance or repairs to a Vessel on any boat ramp;
- f carry out maintenance or repairs to a Vessel in the approach fairway to any boat ramp. This by-law does not apply to repairs or maintenance of an emergency nature where to move the Vessel from its position is likely to result in damage to the Vessel, to any other Vessel or injury to any person; or
- g take onto or drive on any boat ramp any Vehicle the wheels of which are not fitted with rubber tyres. Any Vehicle permitted by this by-law to be taken onto or driven on any boat ramp that exceeds 3 tonnes in the aggregate including the mass of any load, trailer or boat being towed by the Vehicle must have approval from the Ephraim Island Body Corporate before using the boat ramp.

### 32.12 **Launching and Retrieval**

A person must complete the launching or retrieving of a Vessel as quickly as possible. The engine shall be switched off whilst the Vessel is moored.

**32.13 Owners of Marina Berths**

Only the Original Owner, the Ephraim Island Body Corporate and Owners of Lots shall be entitled to hold a Marina Berth Sublease without the prior written consent of the Ephraim Island Body Corporate.

**32.14 Use of a Marina Berth**

An Owner or Occupier or permitted invitee must:-

- a not use a Marina Berth for any purpose except the mooring of a Vessel or any other purpose specifically authorised by the Ephraim Island Body Corporate from time to time;
- b register and maintain the registration of any Vessel intended to be moored at the Marina Berth from time to time if it is required by law to be registered;
- c keep the Marina Berth and any Vessel thereon neat and tidy, free of litter, rubbish, bottles and drying clothes;
- d always securely lock and secure a Vessel while it is at the Marina Berth;
- e not store flammable liquids or dangerous materials on a Vessel or at a Marina Berth other than in the tank of the Vessel;
- f effect and maintain proper and adequate marine insurance of any Vessel and public liability insurance in relation to any Vessel;
- g ensure that only one Vessel is moored at the Marina Berth at any one time;
- h ensure that the length of any Vessel to be moored at the Marina Berth does not extend past the projected boundary lines of the Marina Berth;
- i ensure that there is no movement of a Vessel to be moored at the Marina Berth between the hours of 10.00 pm and 6.00 am unless such movement can be undertaken with minimal noise and disturbance to others;
- j ensure that any navigation lights or navigation marks required by the Ephraim Island Body Corporate are erected or placed on the Marina Berth as directed by the Ephraim Island Body Corporate;
- k maintain the Marina Berth in good order and repair;
- l at all times fully comply with the terms and conditions of the Marina Berth Sublease;
- m not allow grey water waste to be discharged into the Marina; or
- n deposit with the Caretaker a set of keys to the main cabin to start the engine of a Vessel should the need arise.

**32.15 Use of a Marina Berth by Occupier or Invitee**

- a An Owner who has a Marina Berth may allow (subject to the terms of these by-laws) an Occupier of a Lot to use the Owner's Marina Berth whilst that person is an occupant on a continuous basis of a Lot.
- b Subject to the Ephraim Island Body Corporate's prior written approval, an Owner may allow an invitee of the Owner who is not an Occupier of a Lot to use the Owner's Marina Berth for the mooring of a Vessel but only for short periods.
- c The Owner will provide the following information about the Occupier's or invitee's Vessel (as the case may be):-
  - (i) name and address of the Occupier or invitee;
  - (ii) length and draught of the Vessel;
  - (iii) registered number and name (if applicable) of the Vessel;
  - (iv) location of the Mooring;
  - (v) length of time sought for the use of the Mooring;

- (vi) such other particulars as the Ephraim Island Body Corporate may from time to time require.
- d The Ephraim Island Body Corporate may approve (conditionally or unconditionally) or disapprove the use of a Marina Berth by an Owner's invitee.

### 32.16 **Fire Fighting Equipment**

Any Vessel using the Inlets and Marina must be equipped by the Owner or Occupier or master with fire fighting equipment prescribed by law for the class of that Vessel and shall have indications that show they are still operable.

### 32.17 **Water Taxi Service**

The Ephraim Island Body Corporate may allow the operator of a water taxi or similar service to berth a Vessel in the Marina for the purpose of the service on terms and conditions authorised by the Ephraim Island Body Corporate from time to time.

### 32.18 **Safety**

Nothing in these by-laws will be taken, read or construed so as to limit or effect the power of the Ephraim Island Body Corporate to do or refrain from doing any act, matter or thing for the purpose of securing the safety of life, Vessels or any property in any boundary of an inlet or the Marina. Without limiting the generality of the foregoing, the Ephraim Island Body Corporate may from time to time close or restrict the use or any part or parts of any Inlet or the Marina for any works therein.

### 32.19 **Inlet and Marina Revetment Walls**

A person must not alter, deface, damage or carry out work to any revetment wall forming part of or adjacent to a Lot or Common Property or Marina or a revetment wall adjacent to or forming part of the boundary of an Inlet or the Marina without the prior written consent of the Ephraim Island Body Corporate and any other approval required by law.

- a A person must promptly notify the Ephraim Island Body Corporate of any damage to or defect in such a revetment wall.
- b a person must pay for any damage to such a revetment wall and to other Lots or Common Property or Marina caused by that person's improper alteration, defacing or damage to such a revetment wall.
- c to by-law 32.19b the Ephraim Island Body Corporate:
  - (i) will be responsible for the supply, or engagement of another person to supply cleaning, maintenance, repair and replacement services in relation to any such revetment wall;
  - (ii) must ensure that any such revetment wall on a Lot or Common Property or Marina is properly maintained in a good and structurally sound condition so that lateral and/or subjacent support exists and is maintained in favour of the Common Property or Marina and in particular any boundary of an Inlet or the Marina;
  - (iii) is entitled to such reasonable access to a Lot or Common Property or the Marina to maintain or replace such a revetment wall;
- d the Ephraim Island Body Corporate shall be responsible for maintenance dredging of the Inlets and the Marina and for the removal of any sedimentation in accordance with the terms of the Maintenance Dredging Plan.

### 32.20 **No Liability**

Both the Original Owner and the Ephraim Island Body Corporate shall not be liable for any loss, damage, personal injury or loss of life howsoever caused or suffered in or about the Marina or an Inlet or any part of the Common Property.

### 32.21 **Docking systems**

- a An Owner or Occupier or Invitee who has a Marina Berth Sub Lease, or the use thereof, may use the following docking systems with written approval from the Ephraim Island Body Corporate, which will not be unreasonably withheld:
  - i sea pens;
  - ii boat bunkers; and
  - iii dock / pontoon for a personal watercraft (including a jet ski).
- b An Owner or Occupier or Invitee who has a Marina Berth Sub Lease, or the use thereof, cannot use the following docking systems:
  - i air docks or the like; or
  - ii boatlifts or the like; or
  - iii any apparatus that extends beyond the perimeter of the Marina Berth.

### 33. BULK SUPPLY OF UTILITIES

- 33.1 The Ephraim Island Body Corporate may at its election supply or engage another person or supply Utilities in the Ephraim Island Land or to the Marina and in such case the following will apply:-
- a "Utility" means: pay TV, electricity, gas, water, broadband services and the like;
  - b the Ephraim Island Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Ephraim Island Land or the Marina from the relevant authority;
  - c the Ephraim Island Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Ephraim Island Land or a Marina Berth;
  - d each Owner or Occupier must purchase and use all Utility consumed in the Owner's or Occupier's Lot or Marina Berth direct from the Ephraim Island Body Corporate and must not purchase Utility from any other source;
  - e the Ephraim Island Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
  - f the Ephraim Island Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Ephraim Island Body Corporate for supplying the services;
  - g the Ephraim Island Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Ephraim Island Body Corporate within fourteen (14) days of the delivery of such accounts;
  - h in respect of an account which has been rendered pursuant to by-law 33, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when that Owner or Occupier became the Owner or Occupier of that Lot;
  - i in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Ephraim Island Body Corporate is entitled to:
    - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and/or
    - (ii) disconnect the supply of reticulated Utility to the relevant Lot or Marina Berth;
  - j the Ephraim Island Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

- k the Ephraim Island Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

#### **34. CARETAKER'S OFFICE**

- 34.1 It is intended for the Caretaker's Office to be used by one Caretaker for the provision of caretaking and letting services for the Ephraim Island Community Titles Scheme and each of the Subsidiary Schemes.
- 34.2 The Original Owner intends to enter into caretaking and letting agreements with one manager in respect of the Ephraim Island Community Titles Scheme and each of the Subsidiary Schemes.
- 34.3 If the Original Owner does this, then only the Caretaker's Office shall be used for the provision of caretaking and letting services for the Ephraim Island Community Titles and Subsidiary Schemes and no other lots in the Ephraim Island Community Titles or Subsidiary Schemes shall be used for such purposes.
- 34.4 By-law 34.3 shall no longer apply where a Subsidiary Body Corporate has terminated the relevant Subsidiary Scheme caretaking agreement and the Subsidiary Body Corporate may then allow a Lot in the Subsidiary Scheme to be used for the provision of caretaking and letting services but only in respect of Lots in that Subsidiary Scheme.
- 34.5 This By-law shall not apply to the Original Owner.

#### **35. RESTAURANT AND KIOSK LOT – COMMON PROPERTY RIGHTS**

##### **35.1 Lot 901 on SP 157631 – Use Rights**

The Restaurant and Kiosk Lot may be used as a restaurant, kiosk, café and associated bar purposes, bottle shop and such other uses (as the owner of the Restaurant and Kiosk Lot may reasonably require) which are compatible with the residential accommodation use of the building of which the Restaurant and Kiosk Lot forms part. The use rights do not include a club, beer garden or discotheque.

##### **35.2 Restricted Access to Common Property**

Notwithstanding anything else contained in these by-laws, the Owner, Occupier, invitees, patrons and guests of the Restaurant and Kiosk Lot shall not be entitled to use any other part of the Common Property other than:

- a that part of the Common Property identified on the plan in Schedule E to these by-laws and for the purposes indicated on the plan and in this by-law 35; and
- b that part of the Common Property over which an easement has been granted in favour of the Gold Coast City Council for public access and temporary car parking rights.

##### **35.3 Restaurant and Kiosk Lot to be kept clean**

The Owner and Occupier of the Restaurant and Kiosk Lot shall ensure that the Restaurant and Kiosk Lot is at all times kept clean and maintained in good order and condition and is free from pests.

##### **35.4 Rubbish**

The Owner and Occupier of the Restaurant and Kiosk Lot must ensure at its cost that all laws about disposal of rubbish are complied with and ensure that the health, hygiene and comfort of any Owners and Occupiers is not adversely effected when disposing of rubbish.

The Restaurant and Kiosk Lot Owner shall keep and maintain any area designed for the purpose of garbage and refuse storage clean including a daily sweep/mop and disinfecting so that no offensive odours are omitted from the area.

The Owner and Occupier of the Restaurant and Kiosk Lot shall be responsible at its cost for removing rubbish from the Restaurant and Kiosk Lot to the local authority designated point of collection of refuse from Ephraim Island. In doing so, the Owner and Occupier of the Restaurant and Kiosk Lot shall cause as little noise and disturbance and interference to Owners and Occupiers of other Lots as is possible.

### 35.5 **Lighting**

The Owner and Occupier of the Restaurant and Kiosk Lot shall ensure that any external lighting treatment to the Restaurant and Kiosk Lot shall be in accordance with the external lighting scheme installed by the Original Owner. The Restaurant and Kiosk Lot Owner shall not install any uplighting on, near or about the Restaurant and Kiosk Lot. The Restaurant and Kiosk Lot Owner and Occupier shall be responsible for the cost of cleaning and maintaining the lighting treatment and shall replace any broken or expired light globes.

### 35.6 **No flammable substances**

The Owner and Occupier of the Restaurant and Kiosk Lot must not store a flammable substance on the Restaurant and Kiosk Lot unless the substance is used or intended for the use of the Restaurant and Kiosk Lot as a restaurant and kiosk.

### 35.7 **Sound and Activities**

The Owner and Occupier of the Restaurant and Kiosk Lot must ensure that all musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners or Occupiers.

The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 11.00 pm and 8.00 am in such a manner as to be audible at all, to any other Owner or Occupier of another Lot.

An Owner or Occupier of the Restaurant and Kiosk Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a Lot between the hours of 11.00 pm and 8.00 am.

An Owner and Occupier of the Restaurant and Kiosk Lot shall comply with all applicable laws and regulations relating to the use of the Restaurant and Kiosk Lot and shall ensure that any of its patrons, employees or invitees do not behave in a manner which is likely to cause any undue noise, disturbance or nuisance to Owners or Occupiers of other Lots.

### 35.8 **Hours of Trade**

- a The Owner and Occupier of the Restaurant and Kiosk Lot must not open for trade between the hours of 11.00 pm and 7.00 am. The Owner and Occupier of the Restaurant and Kiosk Lot must ensure that its patrons and customers disburse before 11.00 pm and do so in an orderly and quiet manner. If the Owner and Occupier of the Restaurant and Kiosk Lot wish to trade beyond 11.00 pm in respect of special events such as New Years Eve celebrations then the Owner and Occupier of the Restaurant and Kiosk Lot shall obtain the prior written consent of the Body Corporate which shall not be unreasonably withheld.
- b In addition to the obligations set out in By-law 35.8a, the Restaurant and Kiosk Lot Owner and Occupier will ensure that the Restaurant and Kiosk Lot is open and conducting the restaurant business for a minimum of forty (40) hours per week.

### 35.9 **Grease Trap**

The Restaurant and Kiosk Lot shall have the exclusive use of Area B on the plan in Schedule E for the purpose of grease traps. The Owner and Occupier of the Restaurant and Kiosk Lot must ensure at its cost that all laws in relation to the disposal and cleaning of grease traps are complied with and ensure that the health, hygiene and comfort of any Owners and Occupiers is not adversely affected when cleaning of the grease trap or disposal of grease trap waste.

### 35.10 **Loading Dock**

- a The Restaurant and Kiosk Lot shall have the exclusive use of Area C on the plan in Schedule E for the purpose of a loading dock. The Restaurant and Kiosk Lot shall use the loading

dock only for its designed and intended purpose as a loading dock/bay and must ensure that the health, hygiene and comfort of any owner and occupiers is not adversely affected when using the loading dock. The Restaurant and Kiosk Lot Owner and Occupier shall be responsible for cleaning and maintaining the area. The Restaurant and Kiosk Lot Owner and Occupier agree that Area C will also be available for the use of the operator of the Day Spa for deliveries associated with the operation of the Day Spa. The use rights granted to the operator of the Day Spa may be by way of lease, licence, exclusive use or special privilege rights.

- b In instances where vehicles making deliveries to the Restaurant and Kiosk Lot are unable to access the designated loading dock an alternative set down area within the Common Property will be nominated by the Principal Body Corporate or its representative. The Body Corporate may alter this location from time to time. The Restaurant and Kiosk Lot must ensure that the health, hygiene and comfort of any Owner and Occupiers are not adversely affected when using the alternative location.

#### 35.11 **Signage**

The Restaurant and Kiosk Lot shall have the exclusive use of Area D on the plan in Schedule E for the purpose of signage. The Owner and Occupier of the Restaurant and Kiosk Lot must pay any levy or charge imposed by the local authority or any other authority in respect of the signage. The Restaurant and Kiosk Lot owner must keep the sign clean and in good condition and pay any operating expenses of the sign. Any signage must be designed and operated only at times and in a manner so that any illumination does not cause a nuisance or disturbance to an Owner or Occupier of another Lot. The Restaurant and Kiosk Lot Owner and Occupier shall be responsible for the cost of cleaning and maintaining the signage.

#### 35.12 **Brassiere and Bottle Shop Conditions of Use**

- a If, at any time, the Restaurant and Kiosk Lot Owner or Occupier obtains a Brassiere and Bottle Shop Licence ("Licence") under the *Liquor Act 1992 (Qld)*, then notwithstanding anything else contained in the *Liquor Act 1992 (Qld)* or the Licence, the following conditions will apply to the operation and use of the Restaurant and Kiosk Lot:
  - (i) Poker and gaming machines will not be permitted or installed;
  - (ii) Liquor sales in excess of one case of wine or one carton of beer will only be made available to Owners and Occupiers;
  - (iii) Any live entertainment is at all times subject to By-laws 35.5 and 35.7;
  - (iv) Any sales or promotion of sales of liquor through an "off-site" bottle shop which is external to the Restaurant and Kiosk Lot shall be conducted in a manner so as not to have any association or connection or involvement with either the Restaurant or Kiosk Lot or the business conducted on the Restaurant and Kiosk Lot or Ephraim Island; and
  - (v) Liquor purchased by patrons not dining in the Restaurant and Kiosk Lot may not occur after 7.00 pm.
- b The Restaurant and Kiosk Lot Owner and Occupier acknowledge and agree that damages may not be an adequate remedy for a breach of the conditions in paragraph a and accordingly, the Ephraim Island Body Corporate shall be entitled in its discretion to seek other forms of relief, including injunctive relief in respect of a breach or potential breach of the conditions.
- c The Restaurant and Kiosk Lot Owner and Occupier shall at all times comply with the conditions of the Licence and the *Liquor Act 1992 (Qld)* provided however to the extent that there is any inconsistency between the conditions of the Licence and the *Liquor Act 1992 (Qld)* and the conditions in paragraph a, then the conditions in paragraph a shall prevail.

#### 35.13 **Extent of Bottle Shop**

If at any time the Restaurant and Kiosk Lot Owner or Occupier shall only use that part of the Restaurant and Kiosk Lot depicted as Area A, shown hatched on Drawing SK-RL-01 included in Schedule D, as a bottle shop and shall not extend or operate the bottle shop business in any other part of the Restaurant and Kiosk Lot.

### 36. ADJACENT CROWN RESERVE

- 36.1 In order to protect the environmental values of the adjacent Crown Reserve and in recognition of development approval (Council Reference PN79765/12/DA2 Condition 16), no walking or bike paths, gazebos or similar facilities for use of the Owners or Occupiers shall be constructed over that part of the Common Property within 10 metres of the boundary of the Crown Reserve land described as Lot 2 on USL 33907, without the prior consent of the Gold Coast City Council.

### 37. TOUTING

- a That an Owner, Occupier, guest or agent of any lot(s) must not engaging in touting or harassing conduct including, but not limited to:
- (i) Conduct which interferes with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property;
  - (ii) Touting for business in an aggressive or brazen manner whilst on Common Property; and
  - (iii) Conduct which contravenes the *Property Agents and Motor Dealers Act 2000 (Qld)* Code of Conduct or any other Ephraim Island By-Law.
- b That, should an Owner, Occupier, guest or agent engage in touting or harassing conduct which contravenes clause 37a the Body Corporate is entitled to take whatever steps are necessary to prevent the continuation of the offending conduct including, but not limited to, any remedies available to it under the *Body Corporate and Community Management Act 1997 (Qld)*

### 38. Subsidiary Bodies Corporate

A Subsidiary Body Corporate must take all action necessary and available to it to enforce these by-laws and its own Community Management Statement if requested to do so by the Ephraim Island Body Corporate.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)****1. PROGRESSIVE DEVELOPMENT OF SCHEME LAND**

To facilitate the progressive development of the Scheme Land (as identified in Schedule B) and the Marina, the Original Owner may, at any time, enter on to the Scheme Land (or any part thereof), the common property and any lot in the Ephraim Island community Titles Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:-

- (1) Excavation and general earthworks;
- (2) The construction of common property areas (including roads);
- (3) The construction on the common property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility infrastructure and utility services (and connections thereto).

(all of which works are collectively called "the Utility Infrastructure Works").

The Original Owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works.

The Original Owner shall use reasonable endeavours to ensure that the Utility Infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconvenience (if any) caused to the Ephraim Island Body Corporate or any Subsidiary Body Corporate or to the owners and occupiers of lots in the Ephraim Island Community Titles Scheme or any subsidiary scheme.

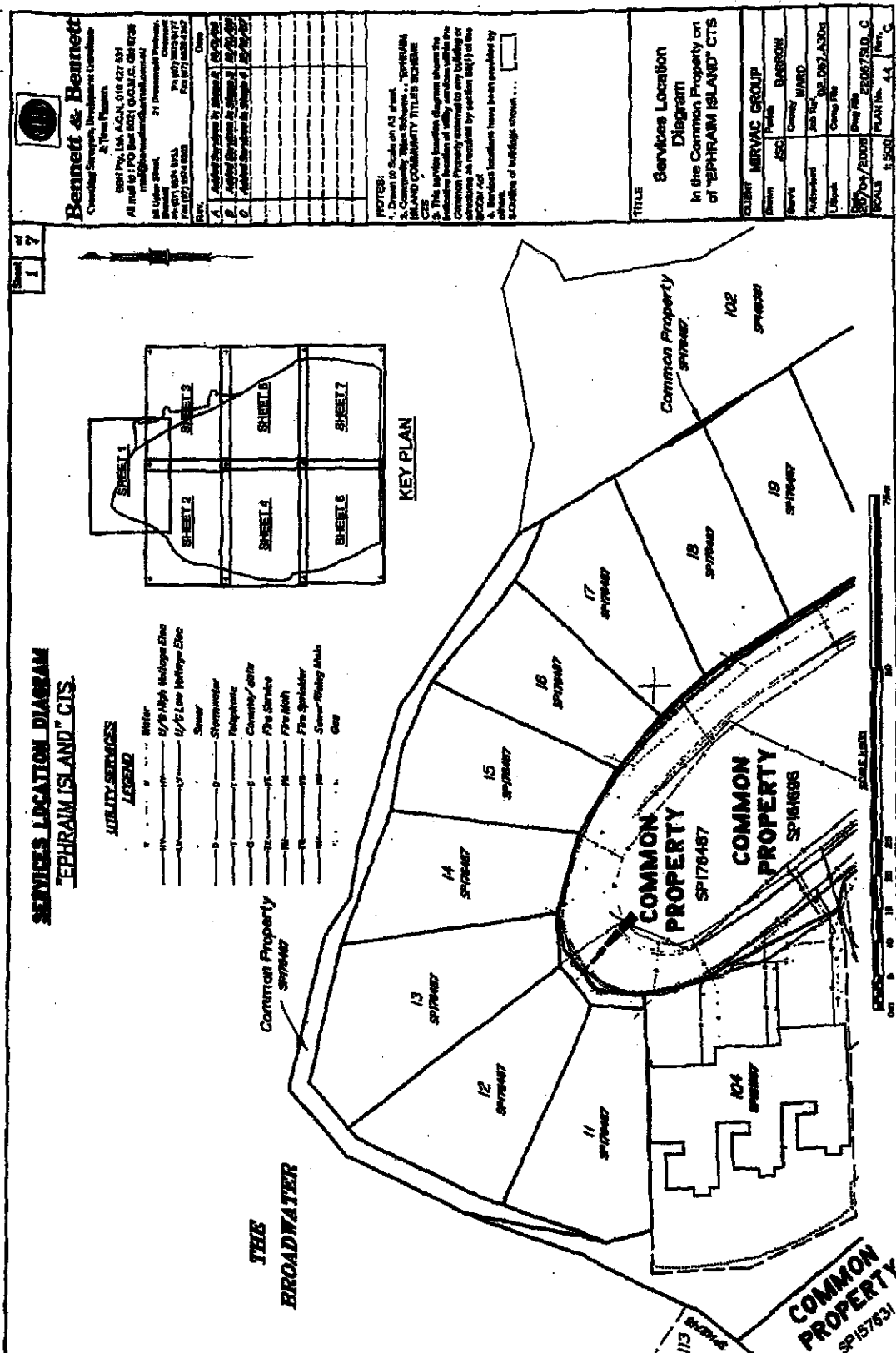
The Ephraim Island Body Corporate and each Subsidiary Body Corporate and each owner and occupier of the lots in the Ephraim Island Community Titles Scheme or any Subsidiary Scheme agree that the Original Owner shall be entitled to full free and uninterrupted access over and to the Principal and Subsidiary Common Property, Inlets, Marina and to any lot to carry out and undertake the utility Infrastructure Works.

The expressions "utility infrastructure" and "utility services" shall have the meaning assigned to them in Schedule 4 of the Body Corporate and Community Management Act 1997 as amended from time to time. The expression the "Original Owner" means the party identified in Schedule B of this Community Management Statement together with the Original Owner's successors or assigns.

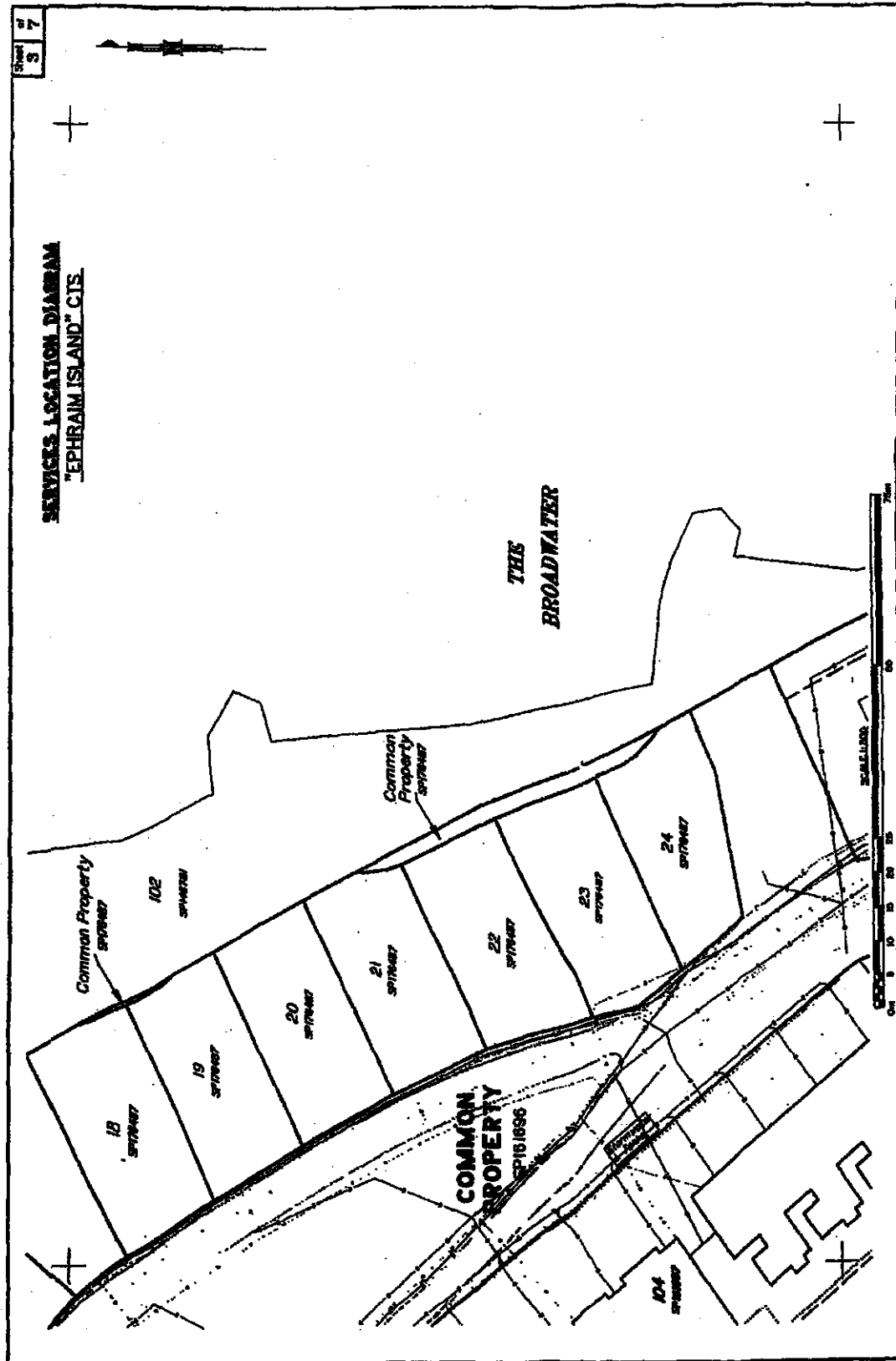
**2. CONNECTION TO UTILITY INFRASTRUCTURE**

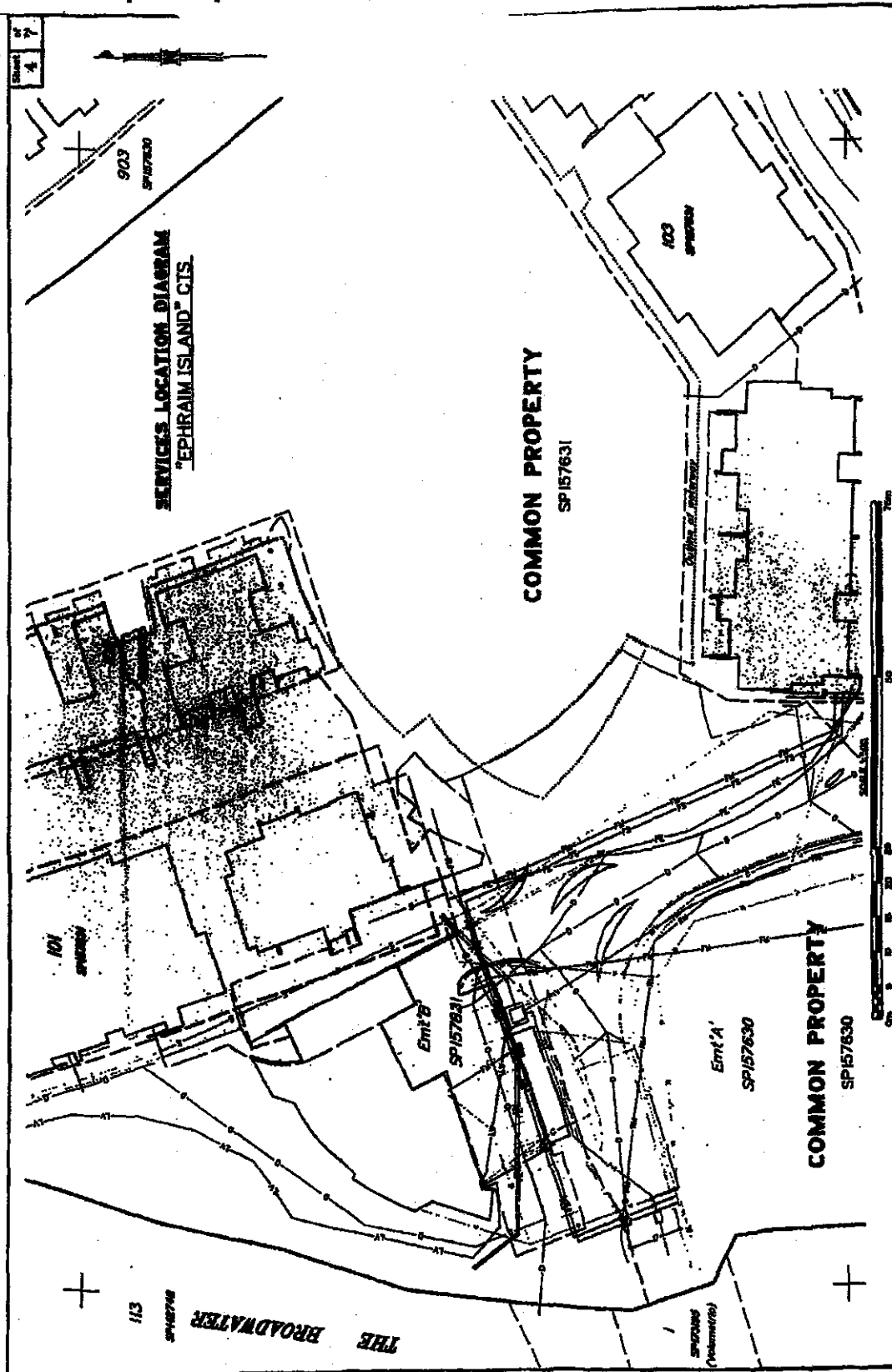
The Owner of a Lot may, for further development of the Lot as described in Schedule B of this Community Management Statement connect to the utility infrastructure in the Principal and Subsidiary Common Property.

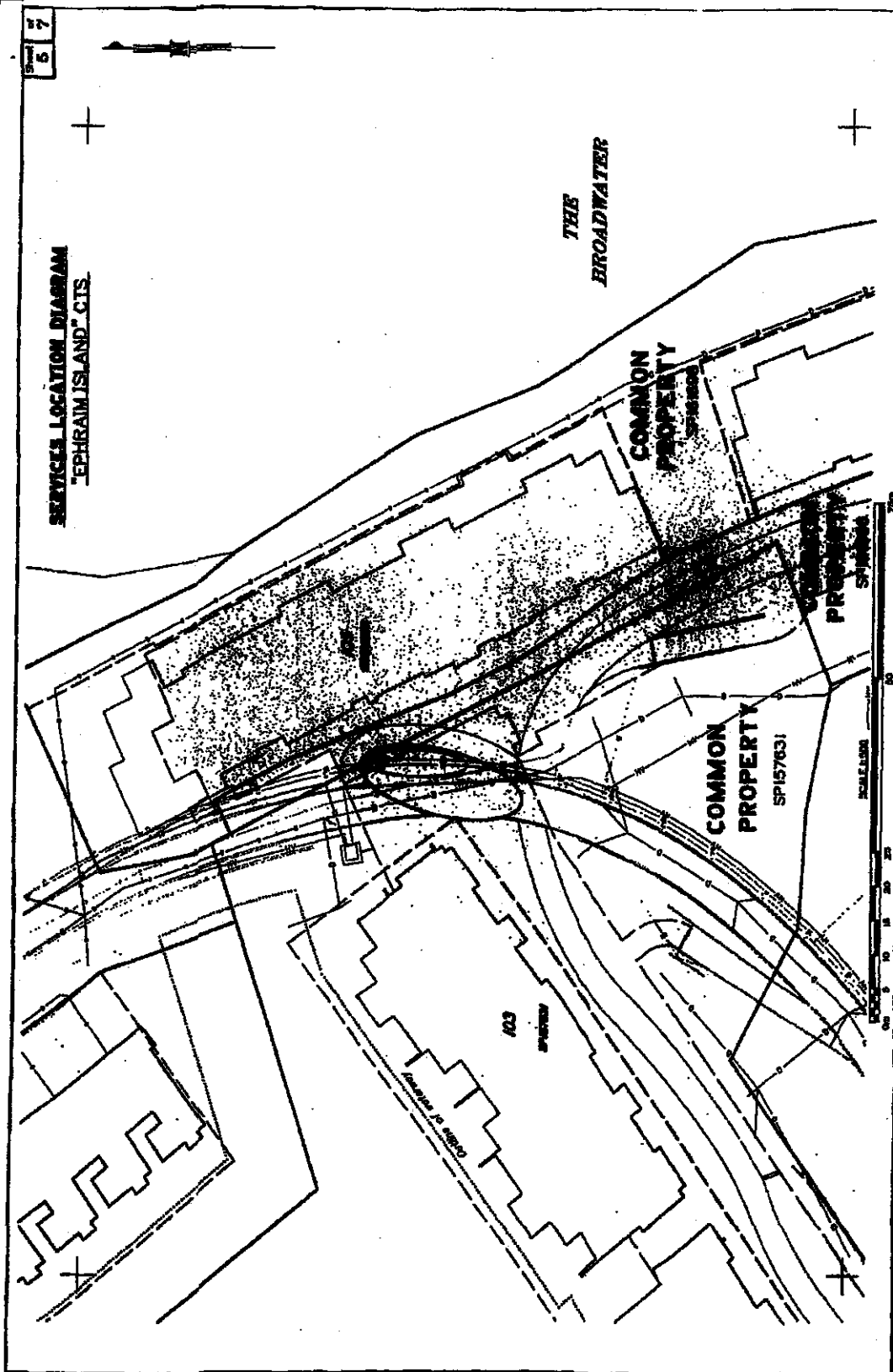
**3. SERVICE LOCATION DIAGRAMS**



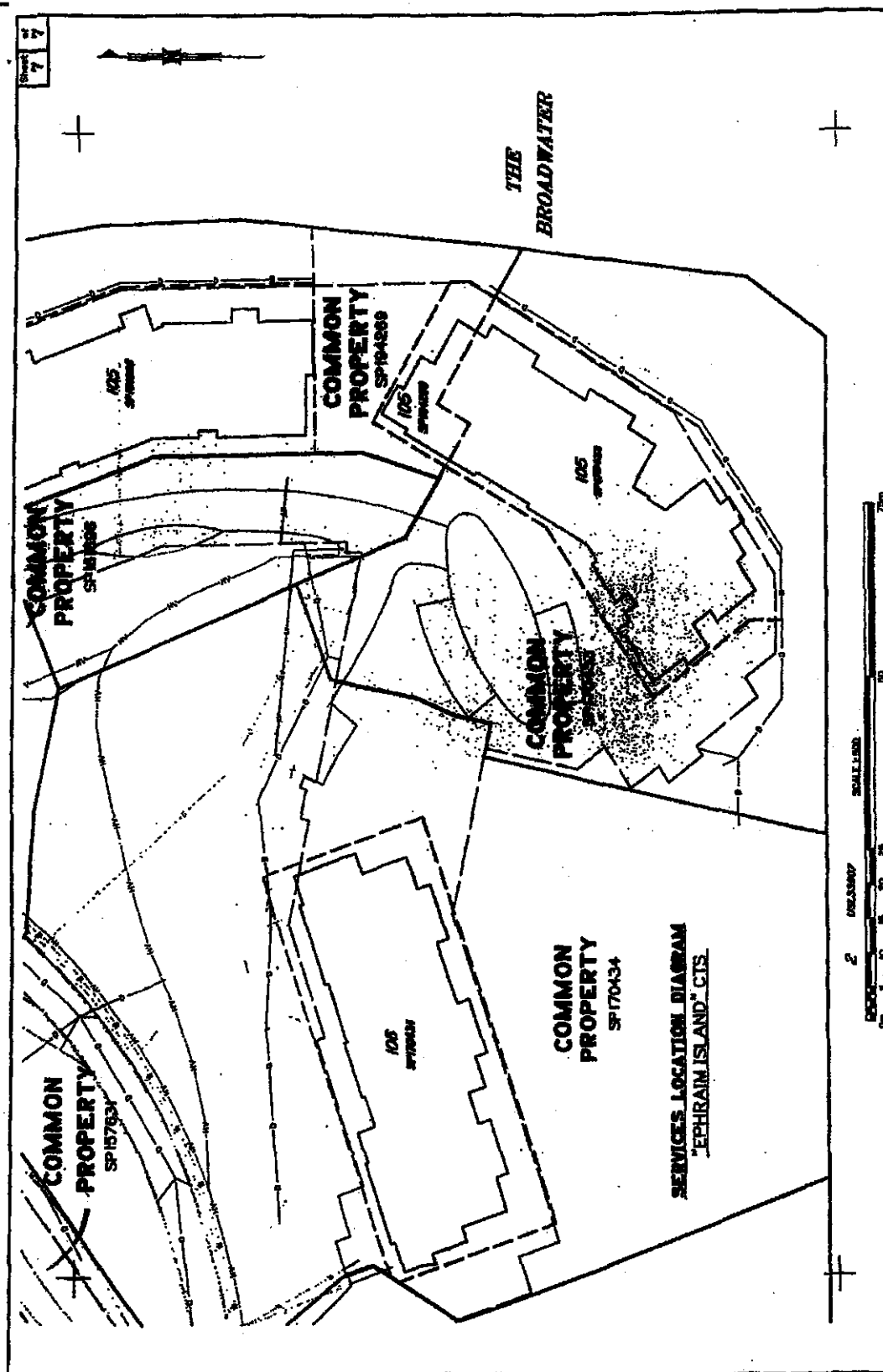












**4. STATUTORY EASEMENTS**

The following Affected Lots are each subject to the 5 Statutory Easements set out below.

Affected Lot	Type of Statutory Easement
Common Property for Ephraim Island Community Titles Scheme 33951 Lot 901 on SP157631	1. Easement for lateral or subjacent support in favour of Lots above or adjoining the Affected Lot (pursuant to section 115n of the <i>Land Title Act 1994</i> )
	2. Easement in favour of each lot adjoining an Affected Lot and Common Property for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services (pursuant to section 115O of the <i>Land Title Act 1994</i> ).
	3. Easement for utility services and utility infrastructure in favour of each lot adjoining an Affected Lot and Common Property for establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to other lots and the Common Property (pursuant to section 115P of the <i>Land Title Act 1994</i> ).
	4. Easement for projections in favour of each lot adjoining an Affected Lot and Common Property (pursuant to section 115R of the <i>Land Title Act 1994</i> ).
	5. Easement for maintenance of buildings close to the boundary of an Affected Lot and Common Property to carry out maintenance or replacement (pursuant to section 115S of the <i>Land Title Act 1994</i> ).

**5. ARCHITECTURAL AND LANDSCAPE CODE** (the Detached Housing Design Guide is division 13 and the Housing Covenants is division 14)

**2 ARCHITECTURAL AND LANDSCAPE CODE**

**Preamble**

The purpose of this Code is to encourage housing that will enhance the total amenity and character of Ephraim Island while protecting everyone's investment in Ephraim Island including property values.

**Process**

To maintain consistency and quality of applications within Ephraim Island, a process has been structured to ensure compliance with this Code.

A Design Assessment Panel ("DAP") will review your housing designs for approval.

DAP approval must be obtained before construction of any dwelling commences. The approval process has been streamlined to ensure the efficiency and effectiveness of the process. The DAP has complete discretion regarding approvals and relaxation of any aspects of the Code.

Occupiers must also obtain DAP approval before they obtain the necessary development permit from the Local Government. The Local Government may impose its own conditions. These conditions may also need to be approved by DAP.

Occupiers may also take advantage of preliminary meetings with the DAP before lodging their application. This will give occupiers to discuss any uncertainties regarding the Code.

The Code is made up of 14 divisions:

Division	Title
1	Development Approval and Housing Covenants
2	Licence to use Building Approval
3	Establishment of DAP
4	Meetings
5	Applications for DAP Approval
6	DAP Approvals
7	Relaxation
8	Construction of the Dwelling
9	Marketing and sale of the Land and the Dwelling
10	Traffic Control Plan
11	Breach of Code
12	Definitions
13	Ephraim Island Detached Housing Design Guide
14	Housing Covenants

## 1 DEVELOPMENT APPROVAL AND HOUSING COVENANTS

1.1 The Original Owner has obtained Development Application No. PN25168201/DA10(P2) ("DA") in respect of establishing dwellings on the Land. The DA runs with the Land.

1.2 The Applicant must:

- (a) comply with the DA;
- (b) not seek to amend or vary the DA;
- (c) comply with in all respects the Ephraim Island Detached Housing Design Guide approved as a part of the DA, and the Housing Covenants,

in constructing a dwelling in the Scheme or altering an existing dwelling in the Scheme.

1.3 If there is any inconsistency between the Ephraim Island Detached Housing Design Guide and the Housing Covenants, the Ephraim Island Detached Housing Design Guide shall prevail to the extent of the inconsistency.

## 2 LICENCE TO USE BUILDING APPROVAL

2.1 The Original Owner grants to the Applicant an irrevocable, non transferable and exclusive licence for the Applicant to use the Building Approval for the purposes of constructing or altering the dwelling.

2.2 The Applicant may comply with the requirements of Building Approval in constructing or altering a dwelling on the Land.

2.3 If the Applicant chooses not to use (in part or whole) the Building Approval or chooses to amend the Building Approval in any way, the Applicant must obtain the DAP's written approval in accordance with the process set out in clause 6, prior to seeking Council's approval to its building application in relation to the dwelling.

2.4 For the avoidance of doubt, even an Applicant intending to construct a dwelling in accordance with the BA, must lodge the final original Plans for the dwelling with the DAP for approval prior to commencing construction of the dwelling. The DAP will provide its approval to these plans within 7 days. The Applicant must comply with clauses 8, 9, 10, and 11 of the Code.

## 3 ESTABLISHMENT OF DAP

3.1 The DAP is established to carry out the functions described in this Code.

3.2 The DAP may have up to four members, one of whom must be a member of the Royal Australian Institute of Architects.

3.3 While the Original Owner owns Ephraim Island Land up to and including the date when the Final Inspection Certificate has been issued for the Undeveloped Land, it may appoint up to two members of the DAP. The following rules apply to appointments and revocations by the Original Owner:

- (a) the people appointed need not be members of the Body Corporate; however, at least one appointee must be a member of the Royal Australian Institute of Architects; and
- (b) the appointment lasts until the person resigns or the appointment is revoked by the Original Owner; and
- (c) the Original Owner must give the Body Corporate written notice of an appointment or a revocation of an appointment; and
- (d) if the number of members appointed by the Original Owner is less than 2 then the Original Owner may make new appointments so that the total appointed by the Original Owner is not more than 2; and
- (e) the appointments may be revoked by the Body Corporate once the Original Owner no longer owns any Ephraim Island Land.

- 3.4 The Body Corporate may appoint only 2 members of the DAP until the Original Owner:
- (a) no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land; or
  - (b) gives the Body Corporate a written notice waiving its appointment rights under clause 3.3.
- 3.5 When the Original Owner no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land, the Body Corporate may appoint all members of the DAP.
- 3.6 The following rules apply to appointments and appointment revocations by the Body Corporate:
- (a) appointments and revocations of appointment are by Body Corporate Committee resolution; and
  - (b) the people appointed need not be members of the Body Corporate; and
  - (c) an appointment lasts until the person resigns or the appointment is revoked by the Body Corporate; and
  - (d) If at any time the DAP does not include a member of the Royal Australian Institute of Architects, the Body Corporate must promptly make the necessary appointment.
- 3.7 The secretary of the Body Corporate must keep a record of current members of the DAP. The record must include:
- (a) a postal address, telephone number and facsimile number (if available) as notified by the members from time to time; and
  - (b) the date of appointment of the member; and
  - (c) written evidence of the appointment of the member; and
  - (d) the meetings attended by the member.
- 3.8 While the Original Owner owns some Ephraim Island Land up to and including the date the Final Inspection Certifications have been issued for the Undeveloped Land, the chairperson of the DAP will be a member of the DAP specified from time to time by the Original Owner in a written notice to the Body Corporate. Otherwise, the chairperson of the DAP will be a member of the DAP decided from time to time by resolution of the Body Corporate committee.
- 3.9 The Original Owner's involvement in the DAP will cease upon the receipt of the final construction completion certificate for all remaining 7 lots.
- 4 MEETINGS
- 4.1 The DAP must meet when necessary to perform the DAP's duties. The Body Corporate may, by resolution by the Body Corporate committee, specify a schedule of dates for DAP meetings.
- 4.2 Two members of the DAP (which must include the chairperson) constitute a quorum.
- 4.3 Meetings must be convened by the secretary of the Body Corporate by written notice to the members, unless all members agree to dispense with written notice. The notice must be served by post or facsimile to the recorded address of the member at least 7 days before the proposed date of the meeting. The notice must show the date, time and place of the meeting.
- 4.4 DAP meetings must be held:
- (a) on Business Days; and
  - (b) between 9.00am and 5.00pm.

unless the members all agree in writing to a different date or time.

- 4.5 Decisions will be made by a majority on a show of hands by members at the meeting. Each member will have one vote except for the chairperson, who will have a primary vote and a casting vote.
- 4.6 A member (including, to remove any doubt, the chairperson) who is absent from a meeting may appoint another member as his or her proxy. The proxy must:
- (a) be in writing signed by the person making the appointment; and
  - (b) be delivered to the secretary of the Body Corporate before the relevant DAP meeting.
- 4.7 A member acting as a proxy has the same powers at a DAP meeting as the member whom the member acting as a proxy represents.
- 4.8 The DAP may from time to time, designate one or more of the members to investigate matters for and on behalf of the DAP and report their findings to the DAP.
- 4.9 The DAP may hold meetings by telephone conference call.
- 4.10 A minute signed by all members takes effect as a resolution of the DAP.

#### 5 APPLICATIONS FOR DAP APPROVAL

- 5.1 Within 3 months of an Applicant purchasing a Lot or advising the Body Corporate of its intention to alter the existing building on the Lot, the Applicant must arrange a meeting with the DAP to review the Preliminary Review Plans ("Initial Meeting").
- 5.2 The Applicant must provide all of the documents required under the Preliminary Review Application to the DAP at the Initial Meeting.
- 5.3 The purpose of the Initial Meeting is to review the Applicant's preliminary Plans for the Dwelling and to ascertain the appropriateness of the Plans for the Ephraim Island development.
- 5.4 Within 6 weeks of the Initial Meeting the Applicant must arrange a second meeting with the DAP to review the Formal Review Plans ("Final Meeting").
- 5.5 The Applicant must provide all of the documents required under the Formal Review Application (amended appropriately to incorporate comments or requirements from the Initial Meeting) to the DAP at the Final Meeting.
- 5.6 The purpose of the Final Meeting is for the Applicant to formally submit its Plans to DAP for the construction or alteration of the Dwelling for DAP's approval.
- 5.7 At the Final Meeting the Applicant must provide DAP with a cheque payable to the member of the Royal Australian Institute of Architects ("Architect") in the amount of \$2,700.00 per Lot being the Architect's fees for reviewing the Plans and for performing two site inspections of the Land. (The DAP has the discretion to charge a lesser amount for smaller alterations).
- 5.8 In the event that additional meetings between the Applicant and DAP are required, the Applicant must pay the Architect's costs of \$150 per hour (subject to annual CPI increases) for performing the meetings within 2 weeks of the completion of the additional meeting.
- 5.9 If the Original Owner no longer owns any Ephraim Island Land up to and including the date when the Final Inspection Certifications have been issued for the Undeveloped Land in accordance with clause 3.6, clauses 5.7 and 5.8 will not apply and the Architect's fees will be those as set by the Royal Australian Institute of Architects from time to time. The Body Corporate will advise the Applicant of these fees.
- 5.10 Within 14 days after the Final Meeting DAP must:
- (a) provide the Applicant with written notice that the Plans are not approved and the reason why. The Applicant must then within 14 days from the date the Applicant receives the notice, once again comply with clause 5.1; or

- (b) provide the Applicant with written notice that the Plans are approved together with the original Plans, stamped with DAP's approval stamp ("Approval Date"). DAP will send a copy of the approval notice and the general layout plans of the Plans to Body Corporate for their information only.

5.11 Prior to the Applicant commencing construction of the dwelling it must lodge the Bond and all statutory approvals to commence construction with the Body Corporate.

5.12 The Body Corporate may call upon the Bond in the event the Applicant causes any damage or destruction to the Land or the Ephraim Island development or infrastructure generally, and the Applicant does not promptly make good the damage to the reasonable satisfaction of the Body Corporate.

## 6 DAP APPROVALS

6.1 The DAP must consider applications using the DA, the Ephraim Island Detached Housing Design Guide, and the Housing Covenants ("Standards").

6.2 If the DAP approves an application conditionally, the conditions may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the DAP; and
- (b) changes being made to any of the items or information included in the application; and
- (c) commencement of the Works within a reasonable time determined by the DAP.

6.3 All approvals must be affixed with the DAP approval stamp and signed by the Secretary of the Body Corporate or a person authorised by the DAP for this purpose.

6.4 A DAP Approval expires when any relevant Local Government or other authority approvals expire, or, if there are no other expiry dates, 2 years from the date of the DAP Approval.

6.5 If an Applicant:

- (a) has obtained a DAP Approval; and
- (b) obtains all necessary approvals from the Local Government and all other relevant authorities; and
- (c) the Works have changed since the DAP Approval was obtained because of the requirements of the Local Government or the other relevant authorities,

the Applicant must submit to the DAP, at the address for service of the Body Corporate, 2 copies of all necessary plans and correspondence which shows the extent of the changes.

6.6 If the change is not a substantial change, the information is submitted to the DAP for information only.

6.7 If the change is a substantial change, the Applicant must undergo the approval process described in clauses 5 and 6 of this Code to obtain a new DAP Approval. However, the Applicant need not pay an application fee.

## 7 RELAXATION

The DAP may allow non-compliance with any requirement of this Code (including, without limitation, the Standards) in its absolute discretion.

## 8 CONSTRUCTION OF THE DWELLING

8.1 During the period the Applicant is undertaking the construction or alteration of the dwelling, DAP may, at anytime and without notice conduct two (2) inspections of the dwelling to ensure that it is being built in accordance with the approved Plans.

8.2 On completion of construction or alteration of the dwelling the Applicant must obtain a Final Completion Certificate from its building certifier and provide DAP with a copy of this certificate.

- 8.3 DAP will then undertake a final inspection of the dwelling ("Final Inspection Date") and provide the Body Corporate with a copy of the Final Inspection Certificate.
- 8.4 Within 14 days after the Final Inspection Date the Applicant must provide the Body Corporate with the As Constructed Plans and Documents.
- 9 **MARKETING AND SALE OF THE LAND AND THE DWELLING**
- 9.1 The Applicant must not display, erect or affix any signs, placards or display boards on the Land or the dwelling advertising the name or details of the Applicant or builder of the dwelling without the prior written consent of the Body Corporate.
- 9.2 In providing its consent the Body Corporate may impose any conditions it sees fit including the size of any signage and the inclusion of any of the Body Corporate's signage. This obligation extends to and includes any time the Land and the Dwelling are re-sold to a further purchaser, transferee or disponee from any subsequent purchaser, transferee or disponee.
- 9.3 The Applicant must not conduct an auction sale on Ephraim Island in relation to the sale of the Land and the Dwelling.
- 10 **TRAFFIC CONTROL PLAN**
- 10.1 Prior to the Applicant commencing construction of the dwelling the Applicant must provide a copy of its traffic control plan during the construction or alteration of the dwelling to the Body Corporate.
- 11 **BREACH OF CODE**
- 11.1 If the Applicant does not comply with this Code or with any approval issued by the DAP under this Code, the Body Corporate may serve a notice on the Applicant requiring it to remedy the non-compliance within a reasonable period set out in the notice.
- 11.2 If the Applicant does not remedy the non-compliance in the period set out in the notice, the Body Corporate may:
- (a) enter any part of the Ephraim Island Land where the non-compliance has occurred; and
  - (b) remedy the non-compliance; or
  - (c) remove the non-complying Works; and
  - (d) recover the costs of its action under this clause as a liquidated debt from the Applicant.
- 11.3 The Body Corporate may take any action it considers necessary to prevent a breach of this Code. For example, without limitation, it may:
- (a) require all work on the relevant Ephraim Island Land to cease; or
  - (b) restrict the access of the Applicant, its agents, employees or contractors to the relevant Ephraim Island Land.
- 11.4 The Applicant must bear the costs of any such action required to be undertaken by the Body Corporate in the event:
- (a) the Applicant breaches the Code; or
  - (b) to prevent the Applicant from breaching the Code.
- 11.5 The Applicant hereby indemnifies the Body Corporate and agrees to keep the Body Corporate indemnified against all loss and damage incurred by the Body Corporate as a result or indirect result of the Applicant's failure to comply with any obligation contained in the Code.

## 12 DEFINITIONS

<b>Applicant</b>	means a proposed owner of a Lot in the Scheme or an existing owner of a Lot seeking an alteration to their existing dwelling.
<b>As Constructed Plans and Documents</b>	means: <ul style="list-style-type: none"> <li>• "as constructed" plans</li> <li>• Notice of Practical Completion</li> <li>• General Maintenance for all finishes and fittings</li> <li>• Schedule of Sub-Contractors and Suppliers and their contact details</li> <li>• External finishes, fittings and equipment schedule</li> <li>• Warranty and guarantees for fixtures, fittings and equipment</li> <li>• Operating manuals for fixtures, fittings and equipment</li> </ul>
<b>Bond</b>	means a deposit bond or bank guarantee in the amount of \$100,000.00 per Lot to be held by the Body Corporate.
<b>Body Corporate</b>	means the Body Corporate for Ephraim Island – Subsidiary 100 Community Titles Scheme
<b>Building Approval</b>	means the building application approval notice for construction of the dwelling obtained by the Original Owner.
<b>Claim</b>	means any cost, claim, demand, obligation, remedy, damage, loss, action, proceeding, claim for compensation, requisition or objection, whichever is applicable.
<b>Code</b>	means the architectural and landscaping code found in Schedule G.
<b>Local Government</b>	means Gold Coast City Council.
<b>dwelling</b>	means a dwelling constructed or to be constructed in Ephraim Island development.
<b>Ephraim Island Detached Housing Design Guide</b>	means the document attached to the Code.
<b>Ephraim Island Land</b>	means any and all Lots and Common Property in the Ephraim Island Community Titles Scheme 33951.
<b>Final Inspection Certificate</b>	Means a final inspection certificate issued in the prescribed form in accordance with all relevant statutory and Local Government requirements.
<b>Final Inspection</b>	means a report prepared by DAP confirming the dwelling has been

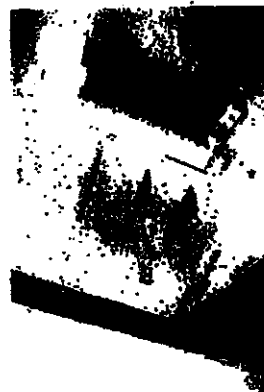
<b>Report</b>	constructed in accordance with the DAP Approval.
<b>Formal Review Application</b>	means the document attached to the Code.
<b>Formal Review Plans</b>	means the plans listed on the Formal Review Application..
<b>Housing Covenants</b>	means the document attached to the Code.
<b>Land</b>	has the same meaning as Ephraim Island Land.
<b>Lot</b>	means a lot in Ephraim Island, and includes a lot in a Scheme.
<b>Original Owner</b>	means Mirvac Queensland Pty Limited ACN 080 411 207 and Lewiac Land Pty Limited ACN 009 783 337
<b>Plans</b>	means the documents to be provided to the DAP in accordance with the checklist of the Preliminary Review Application and the Formal Review Application
<b>Preliminary Review Application</b>	means the document attached to the Code.
<b>Preliminary Review Plans</b>	means the plans listed on the Preliminary Review Application.
<b>Scheme</b>	means the scheme administered by the Body Corporate for Ephraim Island - Subsidiary 100 Community Titles Scheme
<b>Undeveloped Land</b>	means lots 15, 16, 17, 18, 19, 20, and 21 on SP 176487, County of Ward, Parish of Barrow, Ephraim Island, Paradise Point, being lots under the Scheme.
<b>Works</b>	means building and landscaping work that must be approved by the DAP under this Code.



Application No 1879765/19

APPROVED

Signature: P.K. [illegible]



# EPHRAIM ISLAND

## Detached Housing Design Guide

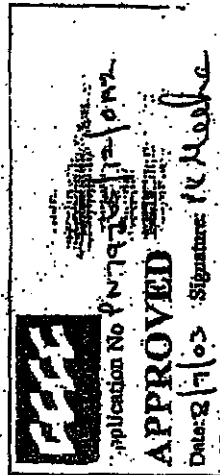
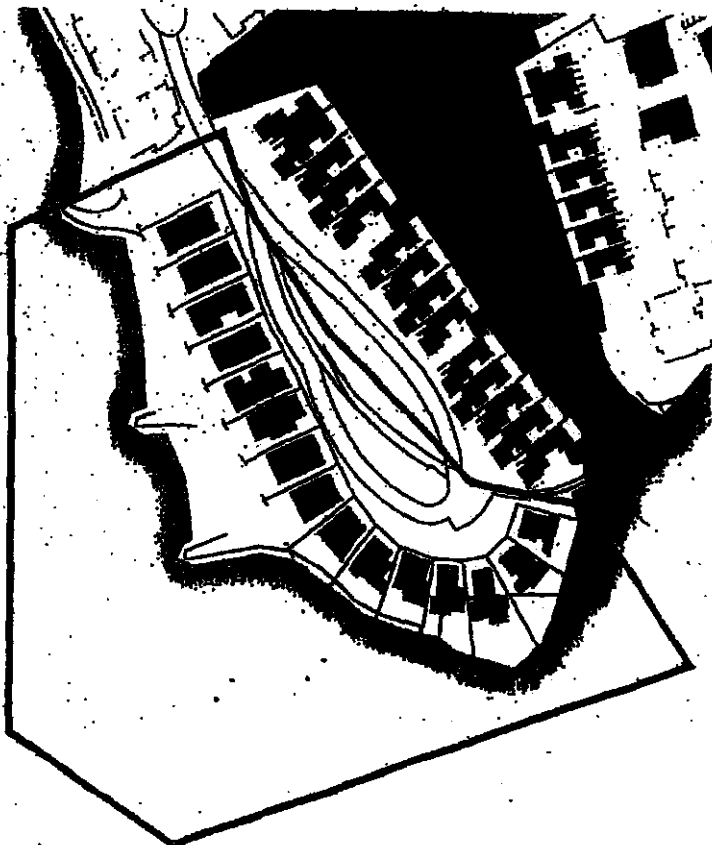
FURTHER TO EPHRAIM ISLAND PLANNING  
ASSESSMENT REPORT.

SECTION 7.2.8  
REVISIONS APPLYING TO DETACHED HOUSES

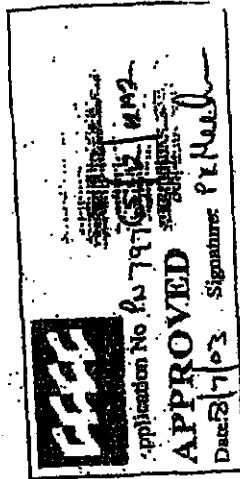
h00 EPHRAIM ISLAND

Detached Housing Design Guide

Detached Housing Precinct



Issue 1  
16 January 2003  
page 2



The attached regulations can be used to define the physical form of the detached housing component of Ephraim Island. These differ from conventional zoning and planning controls that merely address density and use.

The Regulations control those aspects of private buildings, which pertain to the formation of public and private spaces.

It is proposed that all housing will be designed and constructed by The Mitrac Group.

Architectural treatments, style and "feel" of the Island Neighbourhood would be considered and planned in a harmonious and consistent manner. This treatment will reflect the unique climatic and aesthetic tradition of Queensland, within a contemporary context and interpretation.

1. These REGULATIONS are to be addressed in conjunction with the MASTER PLAN which describes the location of the detached houses.
2. Building forms are not to exceed the designated building envelopes shown in this Design Guidebook.
3. No more than two adjoining dwellings of similar house plan types will have the same facade treatment.
4. All buildings are to have their main entrances onto the street or public space.
5. Street boundary set back requirements are intended to establish a uniformity and consistency of building lines which will then visually frame each street or open space.
6. Privacy: To comply with the diagrams contained herein.
7. At the line of building setback, a 2 metre separation between 2 storey components of separate dwellings shall be maintained, subject to permitted encroachments.
8. Site cover shall not exceed 80%.

#### INDICATIVE EXTERNAL CLADDING MATERIALS

1. Prescribed list of materials should create balanced compositions and variety to the elevational treatment of all houses.

WALLS	ROOFING	SCREENING	SCREENING	SCREENING
Brick	Timber	Timber	Timber	Timber
Concrete	Concrete	Concrete	Concrete	Concrete
Stone	Stone	Stone	Stone	Stone
Timber	Timber	Timber	Timber	Timber
Timber	Timber	Timber	Timber	Timber

#### BOUNDARY FENCES

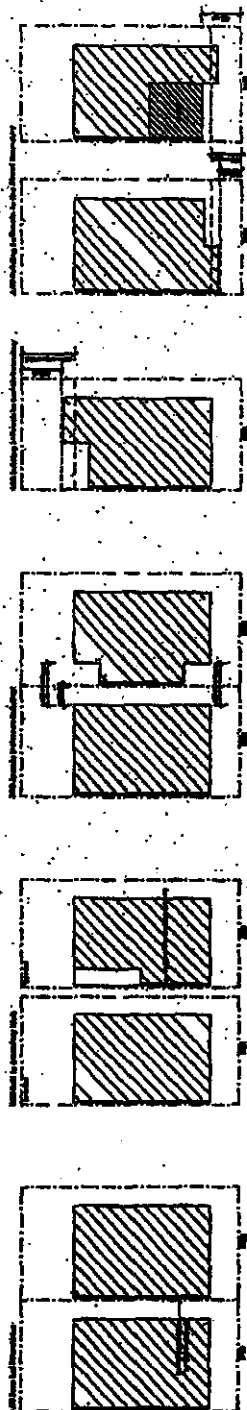
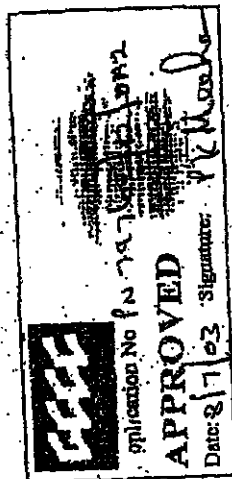
1. Fence construction should be sympathetic to the external architectural character of houses and will comply with the following:

STREET FENCES	ROOF FENCES
All heights must be within the height range of 1.2m to 1.8m.	All heights must be within the height range of 1.2m to 1.8m.
Materials must be within the height range of 1.2m to 1.8m.	Materials must be within the height range of 1.2m to 1.8m.
Materials must be within the height range of 1.2m to 1.8m.	Materials must be within the height range of 1.2m to 1.8m.
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Materials must be within the height range of 1.2m to 1.8m.	Materials must be within the height range of 1.2m to 1.8m.



# DETACHED HOUSING

BUILDINGS ARE TO COMPLY WITH THE FOLLOWING DESIGN GUIDELINES



## 1.00 Zero Lot Boundaries

Buildings may be built to a single side boundary, whichever side provides for the best solar access to the dwelling.

No two buildings shall zero lot to the same boundary.

## 2.00 Built to Boundary Walls

The entire ground floor component of a building may be built to the boundary.

No more than 40% of the upper floor component of a building shall be built to boundary or no more than 1/4th of the upper floor component may be built to boundary, whichever is the least.

## 3.00 Spaces between Buildings

Sides of building setbacks are considered from building to building rather than from building to boundary.

No building shall be less than 2m from another building.

A significant component of the building of both street and beach frontage must not be more than 4.0m from another building.

## 4.00 Building Setback to the Beach Boundary

No building shall have a setback of less than 4m to the beach boundary.

No building shall setback less than 4.5m to the beach boundary.

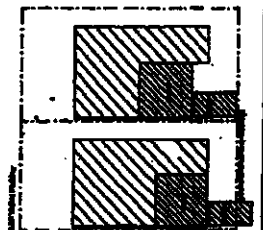
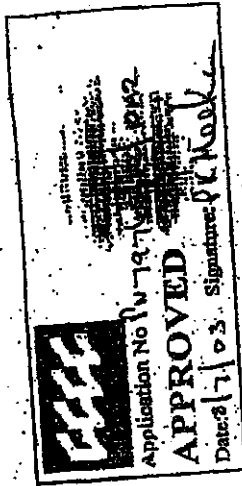
## 5.00 Building Setback to the Street Boundary

No building shall have an average setback of less than 3.5m to the street boundary.

No building shall setback less than 2.5m to the street boundary.

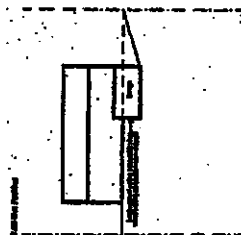
Garages shall not setback less than 4.5m to the street boundary.





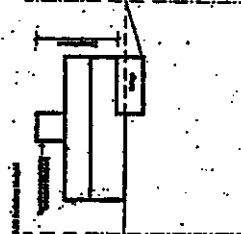
6.00 Visitor Parking

All local area visitor parking building must be provided. Visitor parking must occur across the road verge in less than half of the buildings.



7.00 Car Parking

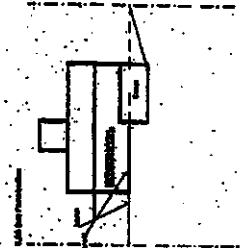
Small basement parking is acceptable provided the resulting building meets the criteria for medium building height.



8.00 Building Height

No building will exceed three stories in height. Where a building is three stories the upper story is permissible only for the provision of access to the roof deck or to provide for added solar access to the building or for both. Semi-basement garages will not be considered as a storey.

Walls or eaves within 4.0m of an adjoining building shall not exceed 9.2m height. Walls and roofs more than 4.0m from an adjoining building will not exceed 12.7m

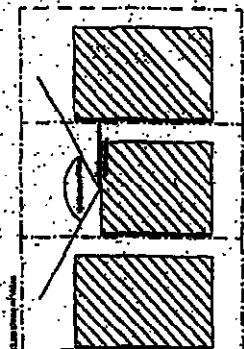
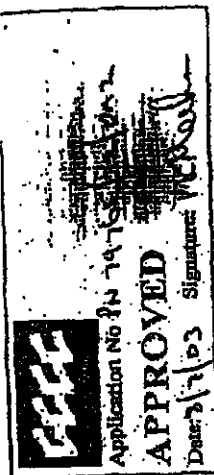


9.00 Sun Penetration

Windows to north-facing living areas shall receive at least 3 hours of sun between 9am and 4pm on 21 June over a portion of their surface.

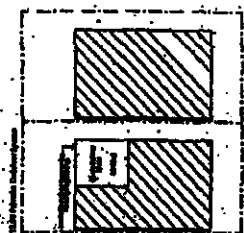
Generally, sun penetration to the north-north east elevation during winter should occur with sun shading and ventilation to the same elevation during summer should occur.

Means to control sun penetration should be provided, in particular to west and east facing glass.



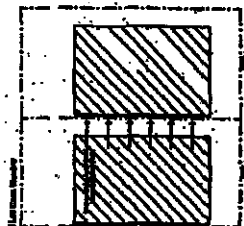
12.00 Cone of Vision

Adjacent buildings shall not impede the cone of vision to less than 120° from a selected position along the front of any building.



12.00 Private Outdoor Space

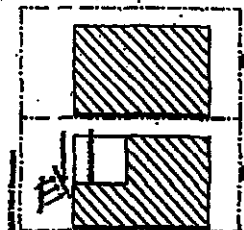
A minimum of 30m<sup>2</sup> private outdoor space shall be provided to all buildings.



11.00 Cross Viewing

There shall be no means of cross viewing for residents from one internal space to another internal space of an adjoining building.

Cross viewing to private outdoor spaces from an adjoining building is to be minimised.



10.00 Wind Protection

Protection or control, for private outdoor spaces, from prevailing winds shall occur on all buildings.





**14.00 Roofs and Roof Decks**

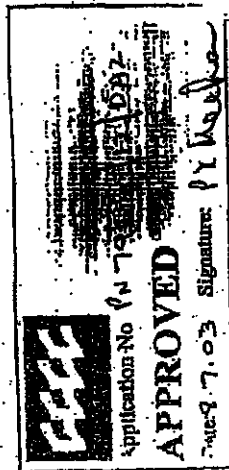
No more than three consecutive buildings are to have roof decks.

Roofs and roof decks are to be of concrete construction and all services upon them are to be concealed from the view of surrounding high rise buildings.

**15.00 Service Yards**

Adequate room for provision of on-site services such as bin storage and clothes drying must be provided.

Service areas must not be visible from either street or beach.



**Design Assessment Panel - Ephraim Island**

Preliminary Review Application

Development Address: \_\_\_\_\_

Lot: \_\_\_\_\_  
St No: \_\_\_\_\_☐

Residential

☐

Swimming Pool

Name of Owner: \_\_\_\_\_

(First Name)

(Surname)

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Owners Consent to Application: ☐

Yes

☐

No

Name of Architect/ Agent: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Builder: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Checklist:

Note There must be one copy of each submission at a scale of 1:100.

☐

Floor Plans

☐

Elevations

☐

Site Plans

☐

Longitudinal Section

☐

An electronic copy (PDF) of all above.

**Design Assessment Panel - Ephraim Island**

Formal Review Application

Development Address: \_\_\_\_\_

Lot: \_\_\_\_\_

St No: \_\_\_\_\_

☐

Residential

☐

Swimming Pool

Name of Owner: \_\_\_\_\_

(First Name)

(Surname)

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_

Owners Consent to Application: ☐

Yes

☐

No

Name of Architect/ Agent: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Name of Builder: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

(Street)

(Town/Suburb)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

### Checklist

<b>1. Residential</b>		Note There must be two copies of each submission at a scale of 1:100.
<input type="checkbox"/>	Application Fee	<input type="checkbox"/> Certification of air conditioning noise output
<input type="checkbox"/>	Site Plans	<input type="checkbox"/> Builders Signage Application
<input type="checkbox"/>	Floor Plans	<input type="checkbox"/> External Colour Schedule
<input type="checkbox"/>	Elevations	<input type="checkbox"/> Colour Board Indicating (NO LARGER THAN A3)
<input type="checkbox"/>	Landscaping Plans	<ul style="list-style-type: none"> <li>• External Wall Colours</li> <li>• External Fascias &amp; Guttering colours</li> <li>• Roof Tile colour and manufacturer</li> <li>• Side gate/s Colour</li> <li>• External Window Colours</li> <li>• External Front and Garage Door Colours</li> <li>• Paving/Concrete Colours</li> <li>• Fencing Colours</li> <li>• Glass</li> <li>• Balustrade and screening</li> <li>• Colour Elevation or Colour Perspective of Dwelling from the Street</li> </ul>
<input type="checkbox"/>	Design Certification from Structural Engineer.	
<input type="checkbox"/>	Utility meter location & specification	
<input type="checkbox"/>	Electronic Copy of (PDF of all submissions) on CD	
<input type="checkbox"/>	Work Method Statement	

<b>2. Swimming Pool</b>	
<input type="checkbox"/>	Plan Location (including setback distances) - Two (2) Copies
<input type="checkbox"/>	Cross Sectional Elevation with correct RL's (including pool surrounds and walls within 1.2m of revetment wall) - Two (2) Copies
<input type="checkbox"/>	Design Certification by Registered Engineer of pool shell and all surrounding structural works
<input type="checkbox"/>	Pool Fencing Colour and Location
<input type="checkbox"/>	Filter Enclosure Construction Details & colours & specification of filtration plant including acoustic data
<input type="checkbox"/>	Geotechnical certification for all works in the revetment wall zone (cross referencing building plans, landscape plans and pool plans). Two (2) Copies
<input type="checkbox"/>	Electronic Copy of (PDF of Above) on CD

**14 HOUSING COVENANTS****14.1 Subdivision or Amalgamation of allotments**

No residential allotments may be further subdivided or amalgamated.

**14.2 Air Conditioning**

- (a) The Buyer must not install or maintain on or in the Dwelling, any air-conditioning unit unless the prior written approval from the Seller or its representative is obtained and such air-conditioning unit does not emit noise which exceeds the Environmental Protection Agency and Gold Coast City Council regulations for air-conditioning unit noise limits as passed from time to time.
- (b) Roof mounted air conditioners should be low profile, located below the ridge line, coloured to match the roof and be located so as not to be visible from any angle.
- (c) Wall or Window mounted air-conditioning units will not be permitted.
- (d) The Buyer must submit acoustic information or air-conditioning design for approval upon formal review. The Seller retains the right to reject and or seek amendments to any proposed design.

**14.3 Other Roof Mounted Appurtenances**

- (a) Appurtenances located on the roof of dwellings are to be unobtrusive when viewed from any street within Ephraim Island.
- (b) Solar water heaters must not be unduly visible.
- (c) Solar panels must be located flat on the roof and must not be supported on frames.

**14.4 Services**

- (a) The Buyer and Seller acknowledge and agree that if a water supply pipeline or sewerage pipeline, an underground electricity supply cable, an underground telephone service cable, a stormwater or other drainage pipeline or any other similar pipelines or services shall traverse the Land (whether on, above or below the surface of the Land), then the Buyer shall accept title to the Land subject to any rights of the local authority, government department or person or company or body corporate in respect of such pipelines and cables and shall not make any requisition or objection in respect of the same nor shall the same be subject to any claim for compensation.
- (b) The Seller will provide a prescriptive Services Location Diagram and a copy of the Compliance Permit for plumbing and drainage work on the Land to the Buyer (the Services Location Diagram is located in the Community Management Statement for the Principal Scheme), however the Seller retains no liability if the information supplied is not absolute. The onus is on the Buyer to undertake the relevant precautions and searches such as dial-before-you-dig to ascertain the exact locations of allotment services.

**14.5 Building Height and Mass**

- (a) As set out in Item 8.00 Building Heights in the Ephraim Island Detached Housing Design Guide.
- (b) A minimum of 50sqm of habitable area shall be construction on the 2<sup>nd</sup> level above the semi-basement garage within the dwelling.

**14.6 Car Parking**

Consideration for guest parking should be incorporated in the site planning for each allotment. Refer to Item 8.00 Visitor Parking in the Ephraim Island Detached Housing Design Guide, in which considerations for visitor car parking is clearly delineated.

**14.7 Garages**

Garages should not dominate the streetscape and as such will not be on-grade garages by their very nature. Designs should be of a minimum semi-basement nature so as to conceal the garage so that it is not easily visible from road level. Refer Item 7.80 Car Parking in the Ephraim Island Detached Housing Design Guide.

**14.8 Driveways**

Driveways must match as close as reasonably practical the prevailing established designs incorporated by detached dwellings on Ephraim Island. Driveways must also be in accordance with the Local Authority planning standards and any other relevant authority. Only one driveway is permitted for each allotment.

**14.9 Nautical devices/ watercraft**

No ramp or launching device for any nautical device or watercraft may be incorporated in any plan. Storage of such devices or craft, must be facilitated in such a fashion that it is not readily visible from the street frontage.

**14.10 Roof Design**

- (a) No hip or gable roof designs must be visible from the street frontage. Designs must reflect the intention of the Ephraim Island Detached Housing Design Guide and the architecture already established on Ephraim Island.
- (b) Roofing must not incorporate any design which allows its use as a habitable area. Non reflective materials are to be used on all roof surfaces to minimise reflection into other dwellings on Ephraim Island.

**14.11 Dwelling Colour palettes**

Colours selected must blend with the dwellings in the immediate surrounding environment on Ephraim Island. The Seller has provided three (3) acceptable colour schemes attached to these Housing Covenants. If applicants wish to deviate from these schemes, it must be done in such a manner that is in line or similar with the established colours already found on Ephraim Island. Applicants are advised to seek professional colour selection advice from their respective designers. Each application is to be accompanied by a colour elevation or coloured perspective of the dwelling from the street.

**14.12 Materials**

- (a) Acceptable external material selections include:
  - (i) Render with integral colour or paint finish;
  - (ii) Feature light weight cladding which does not exceed 20% of the dwelling walls;
  - (iii) Rendered masonry with paint finish.
- (b) Materials proposed by the Buyer are also subject to the Seller's or the Seller's representative review. Unpainted galvanised metal or zincalume to the wall or roof will not be accepted.

**14.13 Cross Viewing (Privacy)**

- (a) Individual dwelling proposals must take into consideration the impact on the privacy of the neighbouring allotments (eg. Limiting Cross Viewing / over viewing to adjoin neighbours).
- (b) Upper level decks and verandas must be in accordance with the Ephraim Island Detached Housing Design Guide.

**14.14 Bin Storage**

Storage of all bins, must not be incorporated into the street front design of the Dwelling and is not to be readily visible from any angle.

**14.15 Transmitting and Receiving Devices.**

An owner or an occupier of a lot shall not erect receivers or aeriels outside, including wireless and/or television aeriels and satellite receivers without the prior written consent of Ephraim Island Body Corporate and the Subsidiary Body Corporate or other relevant authority having jurisdiction.

**14.16 Landscaping**

- (a) An attractive feature of Ephraim Island is its surrounding landscape character. Buyers are required to enhance this natural feature through appropriate landscaping to individual allotments.
- (b) Landscaping to the Dwelling street frontage must conform to the Ephraim Island planting plan, attached to these Housing Covenants, and will utilise shell grit as mulching material. All landscaping must comprise vegetation native to the island as per the planting schedule attached to these Housing Covenants.
- (c) Landscaping to the front garden areas and from the kerb line must be established within 60 days after the completion of the dwelling and must be regularly maintained by the allotment owners in accordance with Clause 4 of SBC100 By-Laws.

**14.17 Fencing**

- (a) The Buyer is not permitted to replace any pre-existing fence on the land unless the materials are the same standard and quality as the fence which was constructed at the time the Dwelling was constructed.
- (b) The Buyer is not permitted to construct any new fence on the Land without the prior written approval of the Seller or its representative.
- (c) Notwithstanding any provisions of the *Dividing Fences Act 1953* to the contrary, the Seller shall not be liable or be required, at any time, to join in or contribute to the cost of erecting or maintaining any fence erected or to be erected on the land or on the boundaries of the Land or on any dividing line between the Land and any lots unsold or held by the Seller.
- (d) No fence shall project further than the front of the house, with the only exception being:
  - (i) on lots where the prior consent of Mirvac Queensland Pty Limited has been obtained. The onus will be on the Buyer to prove to Mirvac Queensland Pty Limited to its absolute satisfaction that a fence needs to project further than the front of the house. Mirvac Queensland Pty Limited agrees not to, unreasonably withhold its consent if the buyer can demonstrate a genuine safety risk would arise if the fence does not project further than the front of the house.
- (e) To delineate the boundary interface between the Public Street and private allotments, front garden landscaping must be used (eg. Garden beds, hedges etc).

**14.18 Side Boundary Fencing**

- (a) Side boundary fencing must be in accordance with the details set out in the Ephraim Island Detached Housing Design Guide, and constructed of one or more of the following materials:
  - (i) Rendered masonry or face brickwork;
  - (ii) Powder coated aluminium rns slats.
- (b) The side boundary fence must not extend forward of the building face and must return and close to the side building wall. Gates should be incorporated to allow access.

**14.19 Rear Boundary Fencing**

No fencing is to be installed within the set back zone of the rear boundary facing the water front. Any fencing that is erected is to be incorporated within the built form, similar to the already constructed houses on Ephraim Island.

**14.20 Exterior Lighting**

Lighting to the exterior of the detached dwelling should not extend past the immediate boundaries of the allotment. Such that, light does not enter neighbouring private or common property in such a way that is deemed by the relevant authority as detrimental. Lighting to the water frontage of the property should not be undertaken by the use of any flood lighting system.

**14.21 Other structures**

- (a) Clothes lines, hot water systems, natural gas systems and other ancillary structures (eg garden sheds) must be screened or sited unobtrusively from public areas.
- (b) Water tanks must be incorporated into the structure of the main building.
- (c) Letter boxes must be of masonry construction and be located adjacent to the driveway.

**14.22 New Building Materials**

Second hand materials are not permitted in the construction of dwellings on the estate. Limited exceptions, such as interior floorboards, may be submitted for approval by Mirvac Queensland Pty Limited or its representative.

**14.23 Construction hours and site access**

- (a) Hours of construction are listed on the Building Approval, from the certifier and must be adhered to.
- (b) Damage to the footpath and / or kerb, during the course of construction, must be repaired by the property owner prior to occupation.

**14.24 Rubbish - Builders Responsibility**

- (a) All rubbish during the construction of a dwelling is to be deposited in a skip or other responsible disposal container. The bin/container must be accessible to the builders' sub contractors.
- (b) No builders rubbish is to be deposited on adjoining or surrounding allotments.
- (c) Builders must provide a gravel access to each allotment in order to minimise sediment movement on the road, any sediment run off created must be cleaned off the road on a daily basis. Sediment left on the road will damage the pavement and the builder will be involved for any rectification works required.
- (d) Sediment barriers must be incorporated where reasonably practical to minimise site run off as per Australian Building Standards and the Gold Coast City Council Guidelines.
- (e) Any rubbish that enters the water must be collected and disposed off.
- (f) Adjoining allotments must not be utilised by the builder for the parking of vehicles and / or the storage of building materials. The property owner will be involved for any rectification works required by adjoining allotments. Occupiers must inform their builders of these requirements and take steps to rectify any builders' breach.
- (g) On site advertising by builders must be no larger than that required by the statutory builders licence.

**14.25 Work Method statement**

- (a) The podium slabs are designed for a maximum 27.5t gross weight truck (fire truck) which has 4 axles - 2 rear and 2 front (twin steer).

- (b) Plant, equipment and loaded trucks required to traverse the Island to access the building site shall not exceed the maximum axle load of 9.5t. This equates to a maximum uniformly distributed live load of 12kPa.
- (c) The axle loads are usually not equal across all axles e.g. the rear axles will generally carry more load (up to the max 9.5t) than the front.



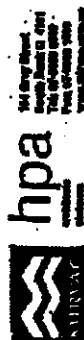


**JOB NUMBER : 478 900**

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# EPHRAIM ISLAND WATERFRONT HOUSES

JOB NUMBER : 478 900



48881

Item	Description	Quantity	Unit	Notes
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2.00	2.00	2.00	2.00	2.00
3.00	3.00	3.00	3.00	3.00
4.00	4.00	4.00	4.00	4.00
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98.00	98.00	98.00	98.00	98.00
99.00	99.00	99.00	99.00	99.00
100.00	100.00	100.00	100.00	100.00

**EPHRAIM ISLAND WATERFRONT HOUSES**  
#REF! JOB NUMBER : 478 900

114 Grey Street  
South Bank Q 4101  
Tel: 07-3866 8888  
Fax: 07-3815 1000  
[www.rbf.com.au](http://www.rbf.com.au)

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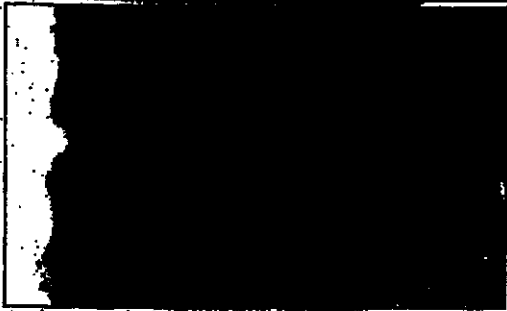


PUNJABI STATE - PUNJABI STATE

*Pandanus tomentosus*  
Common Name : Screw pine  
Medium tree sculptural in form



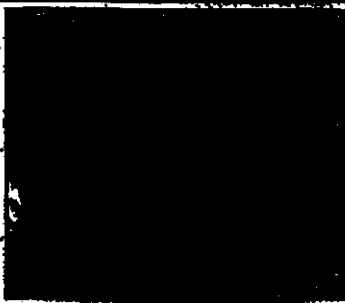
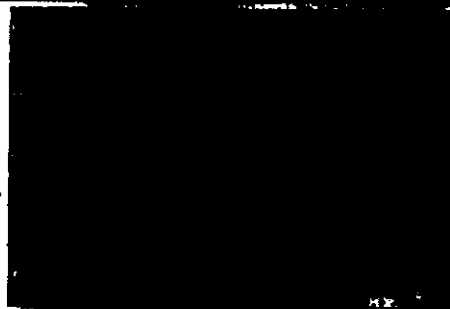
*Banksia integrifolia* Prostrate  
Form  
Common Name : Banksia  
Low groundcovering banksia



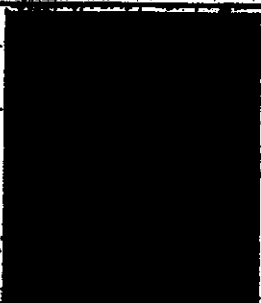
*Gazania spaldii*  
Common Name : Gazania  
Low flowering groundcover



*Casuarina equisetifolia*  
Common Name :  
Coastal She-oak  
Weeping tree

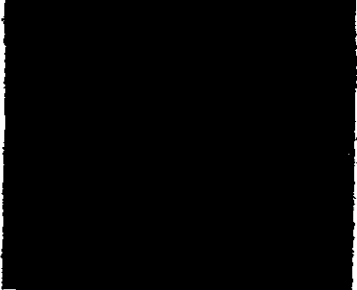


*Westringia fruticosa*  
Common Name :  
Coastal Rosemary  
Small dense shrub to 1m



*Hibiscus tiliaceus*  
Common Name : Cotton tree  
Medium tree, thick canopy

*Carpobrotus glaucescens*  
Common Name : Pig face  
Low spreading groundcover /  
succulent



*Scaevola aemula* "Purple Fantasy"

Common Name :  
Fairy Fan-flower

*Melaleuca thymifolia*

Common Name :  
Thyme-leaf Honey-myrtle  
Dense little shrubs to 1m high,  
white or mauve flowers.

*Banksia spinulosa* "Honey Pots"

Common Name : Hairpin banksia  
Sculptural yet fine leaf banksia,  
1 to 3m.

*Myoposideros* ex. Thomasii




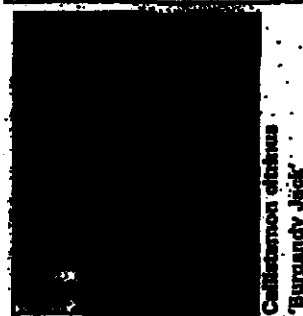
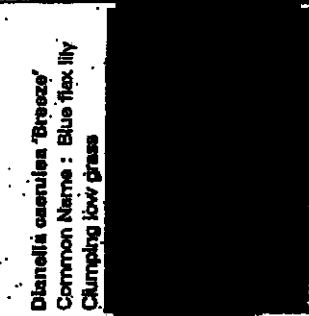
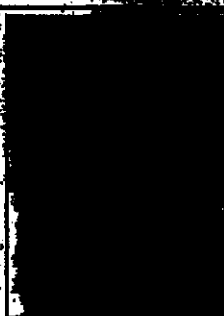
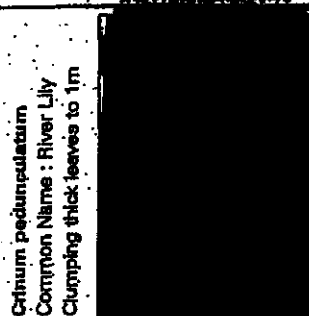
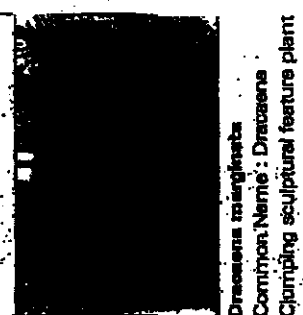
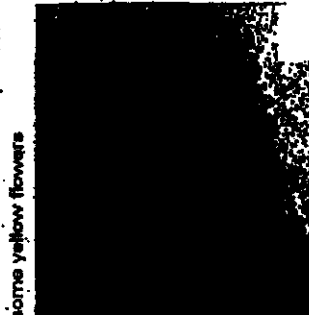
Common Name :  
New Zealand Christmas Bush  
Hardy, thick colourful shrub with  
red puffy flowers.

*Myoporum parvifolium*

Common Name :  
Creeping Boobialla  
Dense groundcover creating a  
lush green mat, fine leaves.

*Myoporum alpinum*

Common Name :  
Coastal Myoporum  
Dense groundcover, larger leaf  
creating a lush green mat.

<p><i>Zamia furfuracea</i> Common Name : Cardboard palm Feature plant to 1.5m spread</p>		<p><i>Leptocarpum laevigatum</i> Common Name : Coastal tree-free Bushy shrub to 3m. Larger if very protected</p>	<p><i>Doryanthus aureus</i> Common Name : Gymea lily Clumping feature plant with tall flower spike</p>
	<p><i>Callistemon citrinus</i> Common Name : Callistemon "Burgundy Jedd" Shrub thick with flowers to 3m</p>	<p><i>Eugenia reinwardtiana</i> Common Name : Beach Cherry Study compact small shrub, slower growing</p>	
	<p><i>Callistemon citrinus</i> Common Name : Callistemon "Endeavour" Shrub thick with flowers to 5m</p>	<p><i>Dianella caerulea</i> "Breeze" Common Name : Blue flax lily Clumping low grass</p>	
<p><i>Acacia sophorae</i> Common Name : Coastal wattle Thick shrub to 2.5m</p>		<p><i>Crinum pedunculatum</i> Common Name : River Lily Clumping thick leaves to 1m</p>	
	<p><i>Draecena marginata</i> Common Name : Draecena Clumping sculptural feature plant to 2.5m</p>	<p><i>Hibbertia splendens</i> Common Name : Guinea Gold vine Coastal vine almost always with some yellow flowers</p>	

## 6. CLAUSE 6 - INTENTIONALLY DELETED

## 7. RENOVATION RULES

BODY CORPORATE FOR  
EPHRAIM ISLAND C.T.S. 33951Renovation Rules

1. A list of the proposed renovations is to be supplied to a Subsidiary Body Corporate Committee or the Principal Body Corporate and to the Resident Manager prior to the commencement of the project. The proposal is to list in detail the type and scope of the work to be carried out and the expected start and finalisation date.
2. All structural work is to be accompanied by approval Certification and approved by the Body Corporate Committee prior to commencement of the work. All costs to be paid by the Owner.
3. All tradespeople to enter the building via the basement car park.
4. Tradesmen are to use only parking spaces allocated by the Resident Manager.
5. Jack hammering or construction noise is to be carried out between the hours of 9.00 am and 4.00 pm Monday to Friday, excluding Public Holidays, and when appropriate warning is posted in the lifts and on the noticeboard.
6. All works are to be carried out by suitably qualified, licensed and insured tradespeople. A current and original certificate of currency is to be provided prior to commencement of work.
7. All works are to be carried within the Workplace Health and Safety Regulations.
8. Local Authority approvals are to be obtained and presented to the Body Corporate Committee, and work is not to start without the prior written approval of the Body Corporate Committee.
9. The normal waste bins situated in bin rooms are not to be used for trade waste associated with the renovation work. Renovation materials are NOT to be put down any refuse chute.
10. Certification is to be received from the builder at the completion of works showing that the works completed conform with those approved by the Gold Coast City Council.
11. Foyers and lifts and common property used in connection with the building works are to be cleaned as and when necessary and are to be left in a clean state at the end of each working day. Any damage caused to the foyers, lifts and common property are to be rectified at the owners cost.
12. The allocated lift is not to be left locked off (taken out of service) for long periods of time, in particular 9:00am to 11:00am and 3:00pm to 5:00pm. Lift car interiors are to be protected by using the supplied lift pads available from the Resident Manager.
13. Foyers and fire escapes are not to be used for storing materials associated with the renovation.
14. Works are to be completed strictly between 8:00am and 4:00pm Monday to Friday, and 8.00 am and 12 noon Saturdays. Work is not to be undertaken on Public Holidays.
15. Any hard floors which are installed are to have adequate soundproofing laid underneath so that they comply with provisions of the By-laws.
16. Work is to be carried out in conjunction with any general and or specific requirements laid down by the Body Corporate Committee.

(continued over page)

## **Renovation Rules**

### **17. Guidelines relating to floor coverings.**

#### **a) Installation**

In order to maintain the soundproofing to a high standard, any replacement of the original floor coverings in a Lot must only be undertaken with the consent of the Committee. Consent of the Committee will not be unreasonably withheld if the floor covering meets the following requirements:

1. Carpet over a heavy duty underlay – as per the original floor covering supplied by the builder.

Or

2. Suitable floor tiling for all existing entrance foyers, bathrooms, kitchens and laundry which are tiled when replaced, must be adequately sound insulated with the best available commercial laid or placed to a minimum depth of 10mm to achieve a sound proof rating of Flooring Impact Insulation Class 55 (FIIC 55) described under the ISO 140/VI, which describes the Acoustics – Measurement of sound insulation in buildings and of building elements – Part VI: or better.

The installation of the sound proof underlay shall be carried out in accordance with specification and technical data available from Davco Construction Materials Pty Ltd or equivalent suppliers.

#### **b) Compliance with conditions**

An owner or occupier must comply with any conditions imposed by the Committee of the Body Corporate when granting its consent, including any conditions which are imposed by the Committee of the Body Corporate to prevent any noise arising in any way out of the installation or use of the works from being transmitted from the Lot to another Lot.

#### **c) Compliance with By-laws**

The granting of any approval by the Committee of the Body Corporate does not in any way relieve the Owner or Occupier of their responsibility under all other By-Laws.

#### **d) Re-Installation**

In the event that an Owner or occupier fails to comply with the terms of the By-Law, then an Owner or Occupier will, at their expense, remove the works from the Lot upon receiving written notice from the Committee of the Body Corporate to mitigate any noise. Liability for reinstatement shall not cease on transfer of the ownership of the Lot and this obligation to reinstate shall pass to subsequent Owners or Occupiers.

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### **AGREEMENT**

*(to be completed and returned prior to any work commencing)*

I/We ..... the Owner/s of Lot..... in Ephraim Island

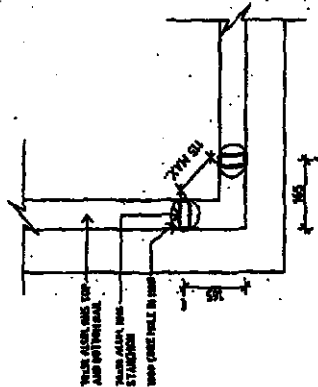
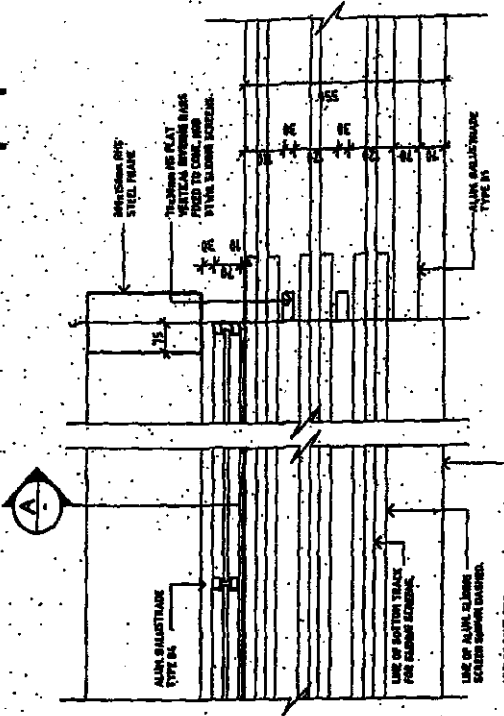
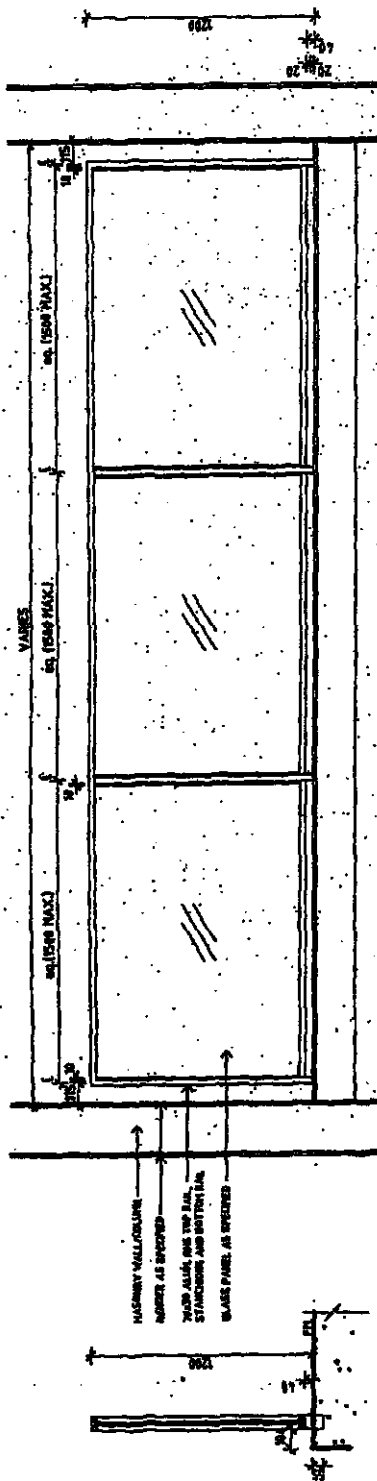
Subsidiary \_\_\_\_\_ CTS \_\_\_\_\_ agree to comply with the Renovation Rules above; whilst renovations/alterations are being carried out.

(Signed).....

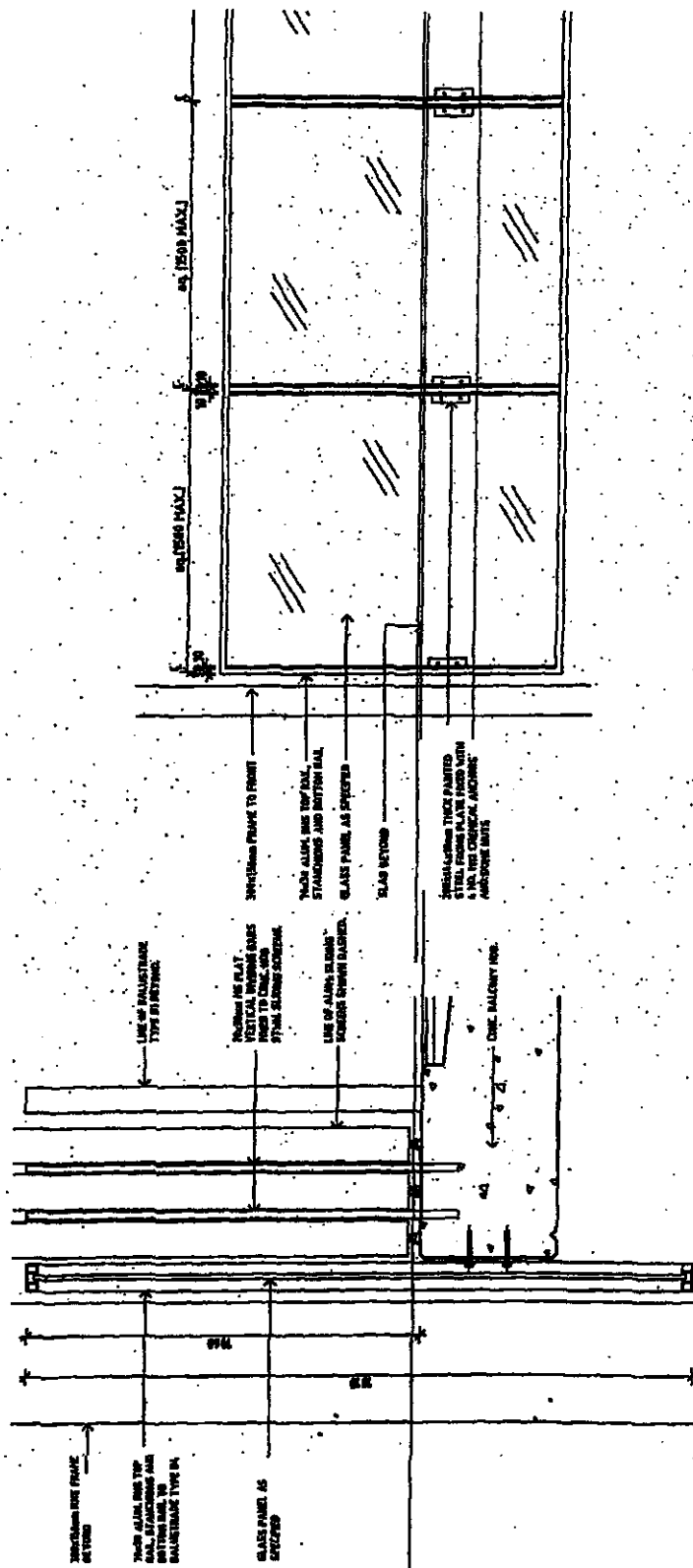
(Name).....

(Date).....

8. DRAWINGS – WIND BARRIER POLICY



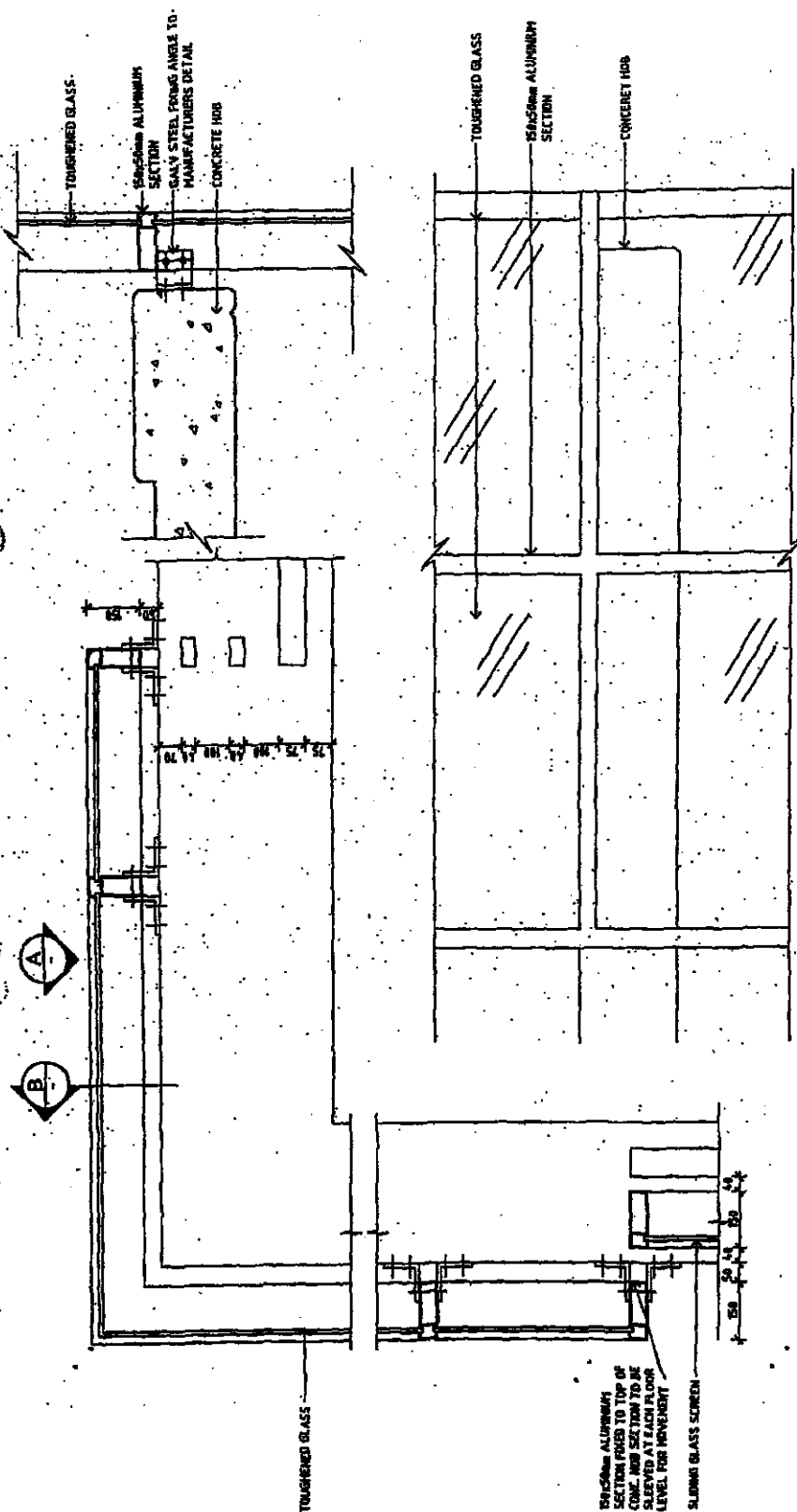
<b>DC8</b> STUDIO	<b>EL</b>	DRAWING	<b>SR105 - Eubank Island</b>			REV A
			PROPOSED ADDITIONAL WIND BARRIER POLICY DETAILS-TYPICAL GLAZED BALLUSTRADE			DATE SEP 10 2006

[illegible]

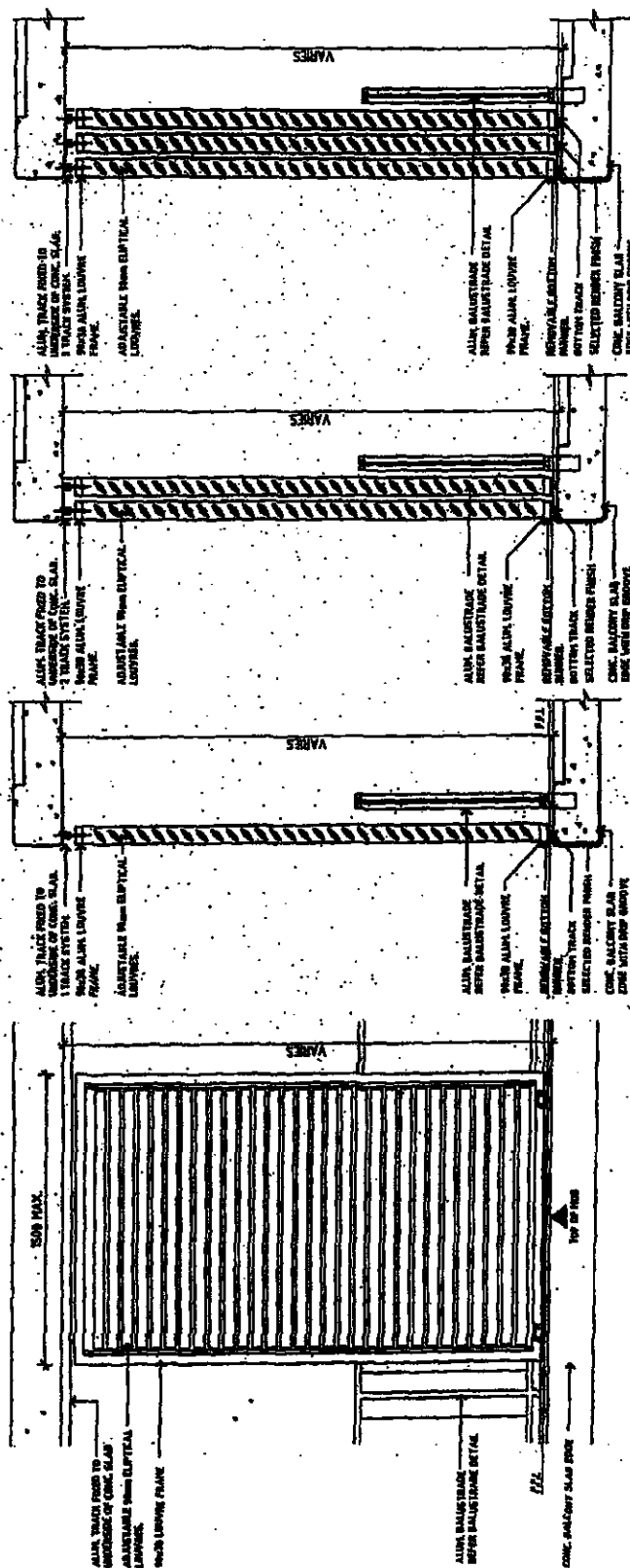
**SB105 - Equestrian Island**  
**PROPOSED ADDITIONAL WIND BARRIER POLICY**  
**DETAILS-TYPICAL EXTENDED GLAZED BALUSTRADE**

**Modelling**

**DC8**  
DIGITAL STUDIOS



DC8 STUDIO	E	PROJECT	SR195 - Enderby Island PROPOSED ADDITIONAL WIND BARRIER POLICY DETAILS-TYPICAL WIND CORNERS	1992	REV A
				DATE SEP 10 1992	DESIGN APPROVED SNC LW



**DC8**  
**STUDIO**



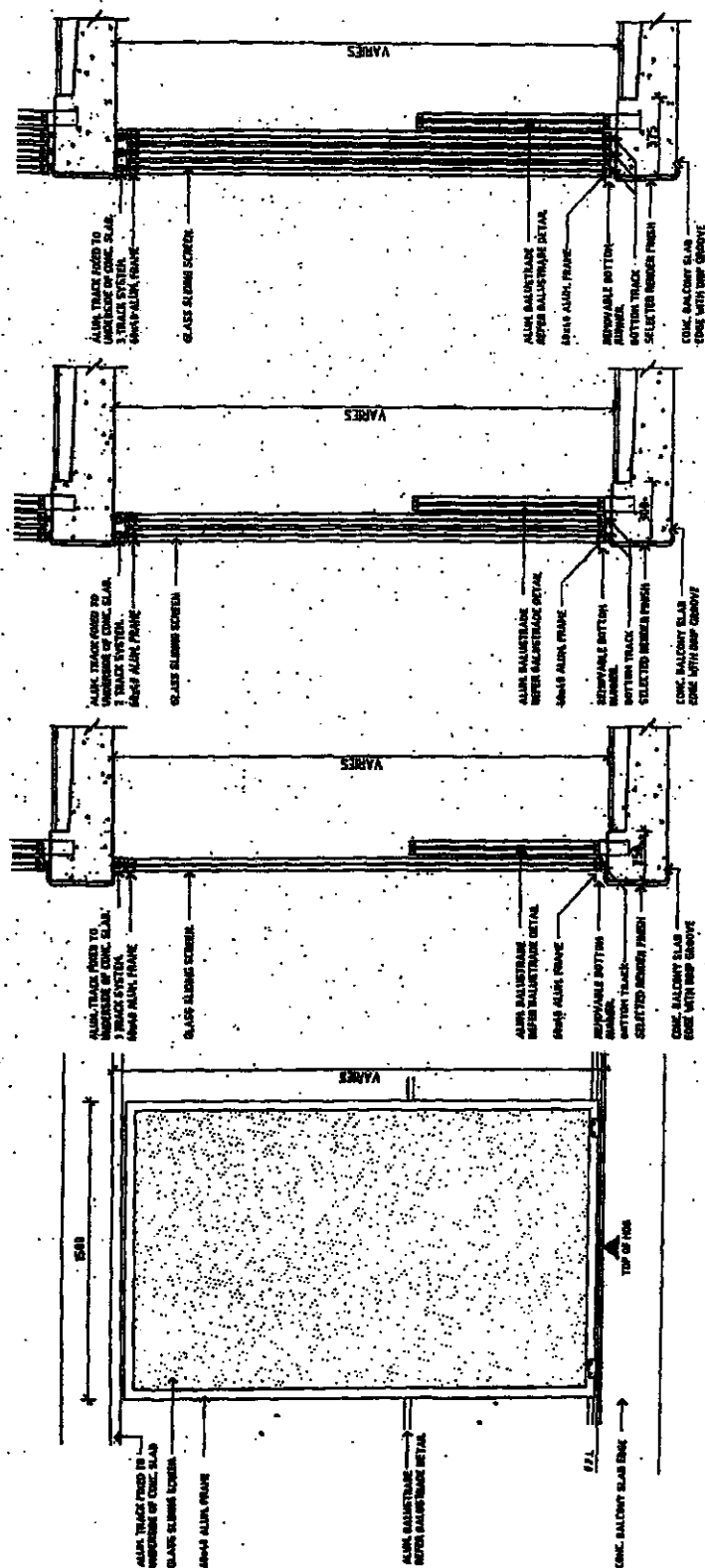
## NOTES

**SA105 - Ephraim Island**

**PROPOSED ADDITIONAL WIND BARRIER POLY-  
DETAILS-TYPICAL SLIDING LOUVRED SCREENS**

**3. 结论**

1413  
SCALE @ 1:5  
DATE SEP 10  
DRAWN BY SMC LW  
REV A



**DC8**  
STUDIO

III

## NOTES

**SB1015 - Enbaralm Island**  
PROPOSED ADDITIONAL WIND BARRIER POLICY.  
DETAILS-TYPICAL SLIDING GLASS SCREENS

**院訓**

1.

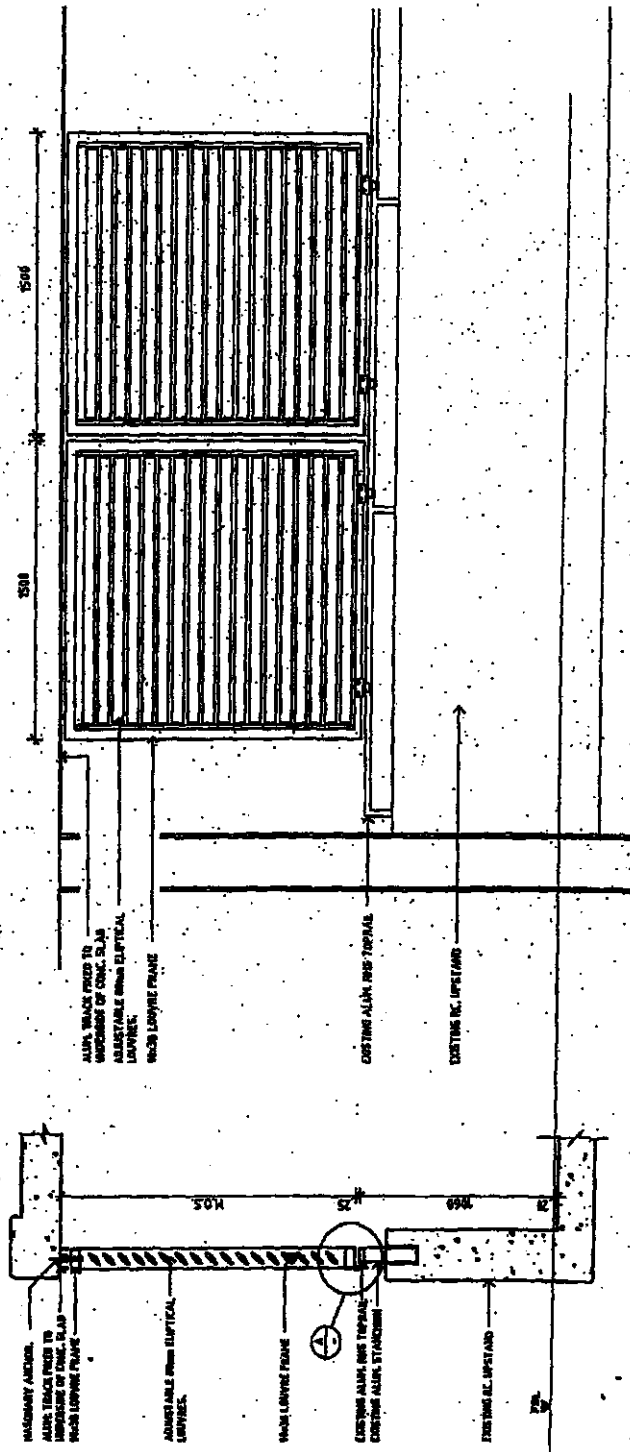
 $\frac{1}{2}$ 

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**1**

**1.2.2.1**





DC8 STUDIO	[REDACTED]	REVISION	SB105 - Ebrahimi Island			REV A
			PROPOSED ADDITIONAL WIND BARRIER POLICY DETAILS-TYPICAL SLIDING SCREENS-TOP OF BALUSTRADE			DATE: SEP 10 2016
			SCALE: 1/8" = 1'-0"	DESIGNER: [REDACTED]	APPROVED: [REDACTED]	



ITEM	MATERIAL	SUPPLIER	FINISH	COLOR	COMMENTS
BUILDING 26					
External Walls	Concrete Render with Textured Acrylic paint	Dulux	Acrylic with Acrylic paint	To match Resene "Snow" DMC 858110	All external walls other than feature colours
POD Columns (generally)	Concrete Render with Textured Acrylic paint	Dulux	Acrylic with Acrylic paint	To match Resene "Snow" DMC 858110	Standard external wall colour
POD Feature Wall (eastern side ground level to roof level)	Concrete Render with Textured Acrylic paint	Dulux	Acrylic with Acrylic paint	Dulux "Dark Earth" POONAI 050300	Pod Ground Level 26001, 26001, 26001, 26001
POD Feature columns - line of columns between lobby & pod	Concrete Render with Textured Acrylic paint	Dulux	Acrylic with Acrylic paint	Dulux "Dark Earth" POONAI 050300	Pod Ground Level 26001, 26001, 26001, 26001
Auxiliary Window Frames	Painted Steel	Interpon	Gloss	Champion Paint	All Apertments and lobbies
Auxiliary Window Corner Frames	Painted Steel	Interpon	Gloss	Champion Paint	26002, 26007, 26002, 26007, 26002, 26004, 26002
Auxiliary Balustrade Railing	Polished Steel	Interpon	Gloss	Champion Paint	All Apertments
Auxiliary Balustrade Railing	Polished Steel	Interpon	Gloss	Champion Paint	All Apertments above level 1
Standard Superframes	Polished Steel	Interpon	Gloss	Champion Paint	All Apertments level 2 to 7, 26001, 26001
Level 9 Screen (East & Louvers)	Polished Steel	Interpon	Gloss	Champion Paint	26002, 26002
Fixed Operable Sun Control Louvers (West Side)	Polished Steel	Interpon	Gloss	Champion Paint	26001, 26001, 26002, 26007, 26002, 26004, 26002, 26004
Auxiliary Vertical Louvers	Polished Steel	Interpon	Gloss	Champion Paint	26001, 26001, 26002, 26007, 26002, 26004, 26002, 26004
Pod - Curved Screens (Frame & Louvers)	Polished Steel	Interpon	Gloss	Champion Paint	26001, 26001, 26002, 26007, 26002, 26004, 26002, 26004
Window Glass	Generally Laminated Glass	Pilkington		Standard "Evergreen" - All standard glazing other than specified feature glass	All specified external glazing except feature glass
Feature Glass	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	Apertments 26004 only
Window Glass - Panels above ceilings	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	Where glazing occurs above ceiling height
Balustrade Glass - generally	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	All glazed balustrades except in superframes
Balustrade Glass in Superframes	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	Where in superframes half stepped pattern and half clear
Wind Corner Glass	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	Where in superframes half stepped pattern and half clear
Level 9 Bridge Louvers - Eastern Louvers	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	26001, 26006, 26002, 26007, 26002, 26004, 26002, 26004
Level 9 Bridge - Western Louvers - Screen 17	Laminated Glass	Pilkington	Fixed glass	Process "Blue"	26002, 26007, 26002, 26007, 26002, 26004, 26002
					26001 only
					26001 only

DC8  
STUDIO

E1

50105 - Ephraim Island  
PROPOSED ADDITIONAL WIND BARRIER POLICY  
FINISHES AND COLOURS-BUILDING 26REV A  
DATE 10/01/2020  
APPROVED  
DATE 10/01/2020  
APPROVED  
DATE 10/01/2020  
APPROVED



BUILDING 28					
ITEM	MATERIAL	SUPPLIER	FINISH	COLOUR	COMMENT
External Wall Body Colour	Concrete Render with Textured Acrylic paint	Dux	Acadex with Acrylic paint	Dux Lotion half strength	All external walls other than features colours
External Wall Feature colour to end walls	Concrete Render with Textured Acrylic paint	Bristol	Textured high built paint	Bristol Basalt B105-08	North end
Aluminium Window Frames	Powdercoat	Isapron	gloss	"Unkiss Silver Pearl Pearl"	All Apartments and lobby
Aluminium Wind Corner Frames	Powdercoat	Isapron	gloss	US Y1230A	Selected Apartments Refer Elevations
Aluminium Balustrade Railing	Powdercoat	Isapron	gloss	US Y1230A	All Apartments
Aluminium Sliding Louvre Screens on Balconies	Powdercoat	Isapron	gloss	"Unkiss Silver"	All Apartments above level 1
Fixed Operable Sun Control Louvres (West Side)	Painted External	De De Cal Venetis	gloss	"Silver"	Western Bedrooms only
Aluminium Vertical Louvres	Powdercoat	Isapron	gloss	"Edenium Bronze"	
Level 1 Privacy Screens	Powdercoat	Isapron	gloss	"Edenium Silver"	
Level 9 Ceiling Screen Railing	Powdercoat	Isapron	gloss	"Edenium Silver"	
Window Glass	Generally Laminated Glass	Plington		Standard "Evergreen" - All apartment external glazing except feature glass	
Feature Glass	Laminated Glass	Plington	Float glass	Where specified feature glass	
Window Glass - Panels above ceilings	Colourback Laminated Glass	Plington	Float glass	"Passage Silver"	Selected wind corners
Balustrade Glass - generally	Laminated Glass	Plington	Float glass	"Web Grey"	Where glazing occurs above ceiling height
Balustrade Glass in feature panels	Toughened Glass	Plington	Float glass	Clear	All glazed balustrades except in superlatives
Wind Corner Glass	Laminated Glass	Plington	Gesshit	Striped Pattern	Female in superlatives half striped pattern and half clear
			Float glass	Clear	Selected corner apartments

DC8 STUDIO	Ei	REVISED	S8105 - Enlram Island		REV A
			PROPOSED ADDITIONAL WIND BARRIER POLICY FINISHES AND COLOURS-BUILDING 28		DATE 13/06/2016
					DATE 13/06/2016
					DATE 13/06/2016

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan Number	Exclusive use of carpark space areas
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	51 and 52 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	59 and 60 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	57 and 58 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	79 and 80 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	67 and 68 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	83 and 84 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	81 and 82 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	87 and 88 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	93 and 94 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	97 and 98 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	53 and 54 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	61 and 62 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	55 and 56 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	77 and 78 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	6 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	4 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	110 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	101 and 102 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	47 and 48 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	63 and 64 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	49 and 50 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	71 and 72 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	5 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	73 and 74 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	85 and 86 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	111 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	95 and 96 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	14 and 15 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	65 and 66 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	12 and 13 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	32 and 34 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	69 and 70 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	28 and 30 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	8 and 9 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	7 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	91 and 92 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	16, 17 and 18 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	10 and 11 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	24 and 26 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	75 and 76 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	20 and 22 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	36 and 38 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	99 and 100 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	89 and 90 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	1, 2 and 3 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	44 and 46 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	40 and 42 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	103 and 104 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	113 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	115 and 116 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	105 and 106 on Plan B1
Ephraim Island – Subsidiary 101 Community Titles Scheme 34051	114 on Plan B1

[illegible]

Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	132 and 133 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	144 and 145 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	126 and 127 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	105 and 106 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	83 and 84 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	108 and 109 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	123 and 124 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	141 and 142 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	137 and 140 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	116 and 119 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	86 and 87 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	92 and 93 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	114 and 115 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	138 and 139 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	131 and 134 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	88 and 91 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	99 and 100 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	94 and 95 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	117 and 118 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	135 and 136 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	125 and 128 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	98 and 101 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	104 and 107 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	120 and 121 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	122 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	147 and 148 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	199 and 201 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	206 and 211 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	226 and 227 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	245 and 249 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	246 and 247 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	256 and 260 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	178 and 185 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	149 and 150 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme	222 and 223 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	239 and 242 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	243 and 244 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	252 and 254 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	171, 172 and 176 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	191 and 194 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	196 and 200 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	219 and 220 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	236 and 237 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	240 and 241 on plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	248 and 251 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	168, 169 and 173 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	188 and 190 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	192 and 197 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	216 and 217 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	221 and 235 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	210 and 215 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	224 and 228 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	165, 166 and 170 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	189 and 193 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	195 and 198 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	212 and 213 on Plan G

Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	218 and 229 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	259 and 263 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	231 and 233 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	162, 163 and 167 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	184 and 187 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	203 and 207 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	208 and 209 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	214 and 225 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	234 and 238 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	230 and 232 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	159, 160 and 164 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	174, 175 and 177 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	151, 152 and 153 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	202, 204 and 205 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	156, 157 and 161 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	181, 183 and 186 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	269 and 270 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	295 and 298 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	305 and 310 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	324 and 325 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	307 and 308 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	265 and 266 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	291 and 296 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	301 and 306 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	321 and 323 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	303 and 304 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	261 and 262 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	287 and 292 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	297 and 302 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	317 and 320 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	299 and 300 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	257 and 258 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	268 and 271 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	318 and 322 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	315 and 319 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	314 and 316 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	274 and 278 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	264 and 267 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	309 and 313 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	311 and 312 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	327 and 329 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	250, 253 and 255 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	283, 284 and 288 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	285, 289 and 293 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	277, 280 and 281 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	272, 273 and 276 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	335 and 339 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	378 and 279 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	396 and 397 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	405 and 408 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	377 and 395 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	359 and 380 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	406 and 407 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	373 and 374 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	393 and 394 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	403 and 404 on Plan J

[illegible]

Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	488 and 490 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	451 and 454 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	425 and 426 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	438 and 439 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	455 and 456 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	485, 486 and 487 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	463, 466 and 468 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	469, 470 and 472 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	511 and 520 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	494 and 495 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	545 and 546 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	530 and 532 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	515 and 523 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	496 and 497 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	541 and 542 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	533 and 535 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	500 and 501 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	498 and 499 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	537 and 538 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	524 and 528 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	503 and 505 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	492 and 493 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	543 and 547 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	534 and 536 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	507 and 508 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	525 and 529 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	518 and 522 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	527 and 531 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	510 and 514 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	519 and 526 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	539, 540 and 544 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	509, 512 and 516 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	502, 504 and 506 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	513, 517 and 521 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	549 and 550 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	548 and 551 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	568 and 571 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	572 and 573 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	595 and 600 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	604 and 606 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	557 and 561 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	553 and 554 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	569 and 570 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	574 and 576 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	585 on 590 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	599 and 602 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	560 and 563 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	552 and 555 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	575 and 577 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	591 and 594 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	608 and 609 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	610 and 614 (T) on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	565 and 566 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	558 and 562 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	578 and 580 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	579 and 586 on Plan O

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S281 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S256 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S255 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S267 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S269 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S275 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S279 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S252 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S250 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S276 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S268 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S274 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S278 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S272 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S270 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S273 on Plan O
Ephraim Island – Subsidiary 106 Community Titles Scheme 36463	S277 on Plan O
<b>Lot on Plan Number</b>	<b>Exclusive Use of carpark space areas and storage space areas</b>
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	03, 06 and 09 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	42, 43 and 44 on Plan C
Ephraim Island – Subsidiary 103 Community Titles Scheme 34426	47, 50 and 53 on Plan C
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	154, 155 and 158 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	179, 180 and 182 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	275, 279 and 282 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	286, 290 and 294 on Plan G
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	364, 367 and 370 on Plan J
Ephraim Island – Subsidiary 105 Community Titles Scheme 35246	375, 384 and 385 on Plan J
Ephraim Island – Subsidiary 106 Community Titles Scheme	464, 465 and 467 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme	471, 474 and 473 on Plan K
Ephraim Island – Subsidiary 106 Community Titles Scheme	502, 504 and 506 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme	513, 517 and 521 on Plan N
Ephraim Island – Subsidiary 106 Community Titles Scheme	616, 617 and 618 on Plan O
<b>Lot on Plan Number</b>	<b>Exclusive Use of Street Facing Courtyards and Water Edged Terrace Areas</b>
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L8101 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L8102 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L8103 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L8104 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9101 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9102 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9103 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9104 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9105 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9106 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L9107 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L10101 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L10102 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	L10103 on Plan I
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E8101 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E8102 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E8103 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E8104 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9101 on Plan H

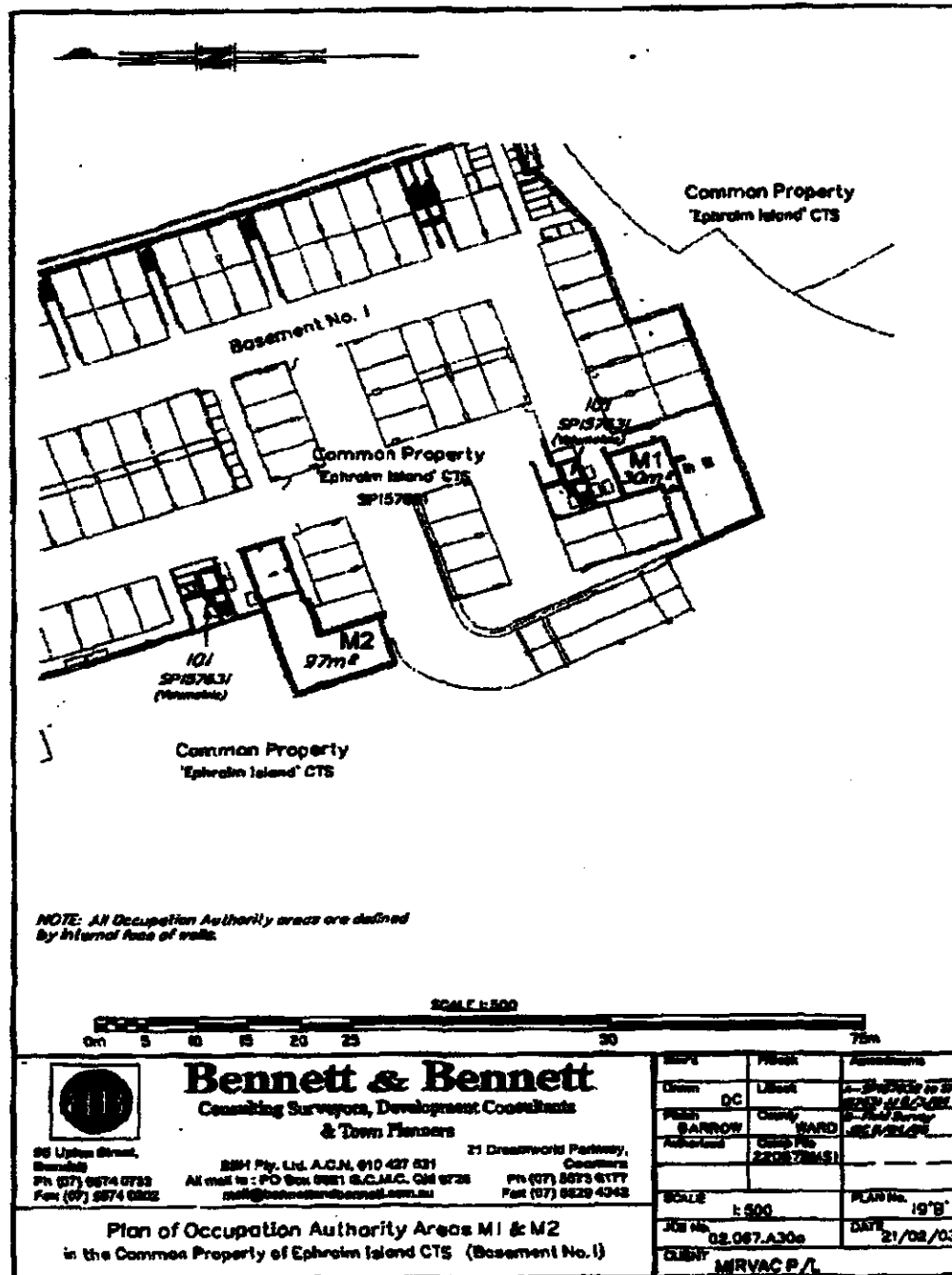
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9102 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9103 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9104 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9105 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9106 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E9107 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E10101 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E10102 on Plan H
Ephraim Island – Subsidiary 104 Community Titles Scheme 35363	E10103 on Plan H
Lot on Plan Number	Exclusive Use of Riparian Decking Areas
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E11 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E12 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E13 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E14 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E15 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E16 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E17 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E18 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E19 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E20 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E21 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E22 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E23 on Plan L
Ephraim Island – Subsidiary 100 Community Titles Scheme 35692	E24 on Plan L

The Restaurant and Kiosk Lot will have the exclusive use of the following areas as follows:-

Lot on SP	Exclusive Use Area	Purpose
Lot 901 on SP157631	Area B as shown on Plan B2	Grease Trap
	Area C as shown on Plan B2	Loading Dock
	Area D as Shown on Plan B2	Signage
	Area E as shown on Plan B1	Refuse and Storage
	Area E109 as shown on Plan M	Shade Awning

It is intended that the Caretaker for the Principal Scheme will be given an occupation authority by the Ephraim Island Body Corporate to occupy part of the Principal Common Property for the storage of equipment including marina, Inlet, pool cleaning and gardening equipment marked as "M1" and "M2" on the attached Bennett and Bennett plan.

## Occupation Authority Area



Restaurant and Kiosk Lot – Exclusive Use Areas B, C D on Plan B1 and Restriction of Use Area A on Plans B1 and B2 and Exclusive Use Area E901 on Plan M

TITLE REF 50554874

124 of 152

FORM 38 Version 1  
Land Title Act 1994 and Land Act 1994

SCHEDULE E

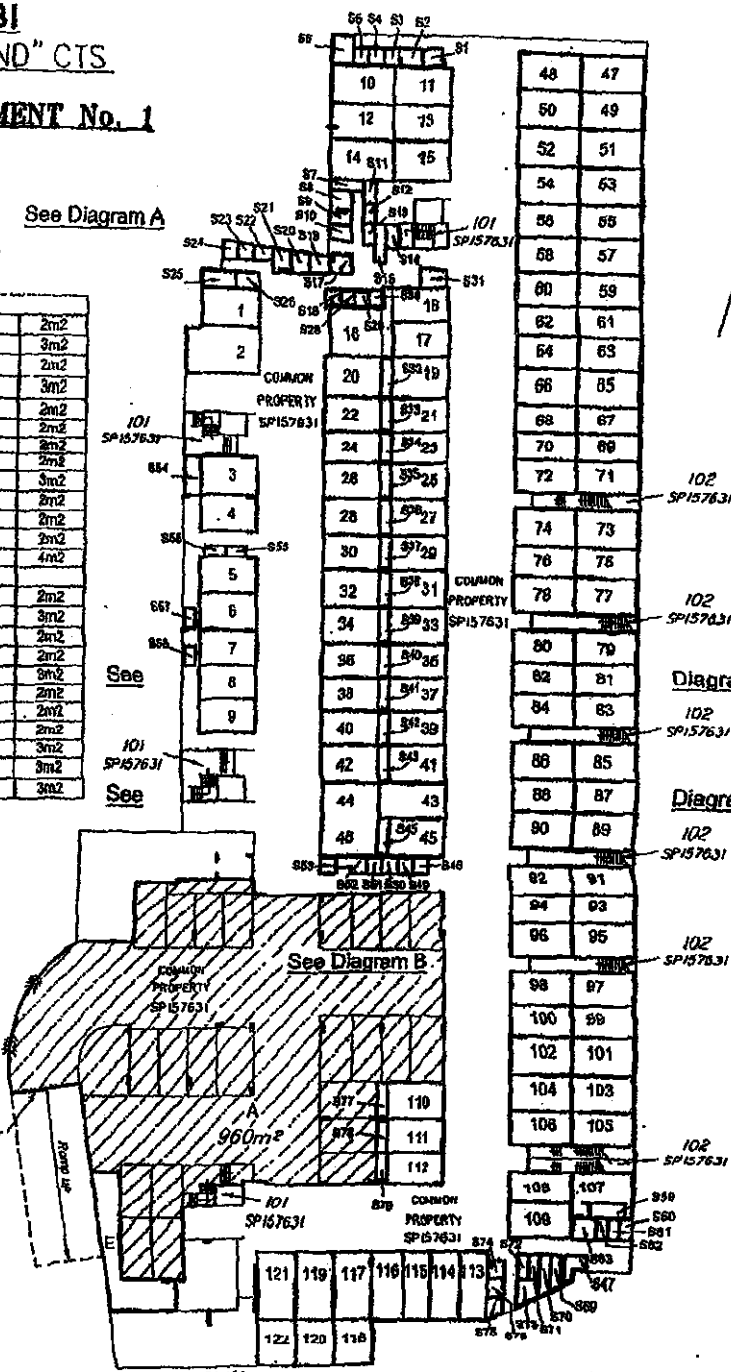
QUEENSLAND LAND REGISTRY

Sheet 1 of 3

**PLAN B1**  
**"EPHRAIM ISLAND" CTS**  
**LEVEL 'A' - BASEMENT No. 1**

See Diagram A

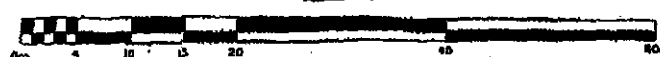
Storage Space Areas					
S1	3m2	S26	3m2	S51	2m2
S2	3m2	S27	3m2	S52	3m2
S3	2m2	S28	2m2	S53	2m2
S4	2m2	S29	2m2	S54	3m2
S5	2m2	S30	2m2	S55	2m2
S6	3m2	S31	3m2	S56	2m2
S7	3m2	S32	3m2	S57	2m2
S8	4m2	S33	3m2	S58	2m2
S9	3m2	S34	3m2	S59	3m2
S10	3m2	S35	3m2	S60	3m2
S11	3m2	S36	3m2	S61	2m2
S12	2m2	S37	3m2	S62	2m2
S13	2m2	S38	3m2	S63	4m2
S14	3m2	S39	3m2	S64	3m2
S15	4m2	S40	3m2	S65	2m2
S16	3m2	S41	3m2	S66	3m2
S17	3m2	S42	3m2	S67	2m2
S18	2m2	S43	3m2	S68	2m2
S19	3m2	S44	3m2	S69	3m2
S20	4m2	S45	3m2	S70	2m2
S21	3m2	S46	2m2	S71	2m2
S22	2m2	S47	3m2	S72	2m2
S23	2m2	S48	3m2	S73	3m2
S24	2m2	S49	2m2	S74	3m2
S25	4m2	S50	2m2	S75	3m2



**Legend**

- Denotes face of wall
- Denotes centre of wall
- Denotes 0.1m gap fence
- S1** Storage areas defined by metal walls, or included in the protected curtain.

Line of Building over



**BBH Pty Ltd**  
COMMON PROPERTY  
10/03/2005  
22067EXD.C  
Plan 11

**NOTES:**  
1. Common to be used as a shed.  
2. Common to be used as a shed.  
3. Common to be used as a shed.  
4. Common to be used as a shed.  
5. Common to be used as a shed.  
6. Common to be used as a shed.  
7. Common to be used as a shed.  
8. Common to be used as a shed.  
9. Common to be used as a shed.  
10. Common to be used as a shed.

**Bennett & Bennett**  
Consulting Surveyors, Development Consultants  
& Town Planners  
Bennett Pty Ltd ACN 910 471 531  
10/03/2005  
22067EXD.C  
Plan 11

PLAN B1  
"EPHRAIM ISLAND" CTS

## LEVEL 'A' - BASEMENT No. 1

Diagram A Scale 1:200

## Legend

- Denotes face of wall  
 Denotes marks of wall  
 Denotes GI mesh fence  
 Storage areas defined by metal walls, or included in the enclosed carpark

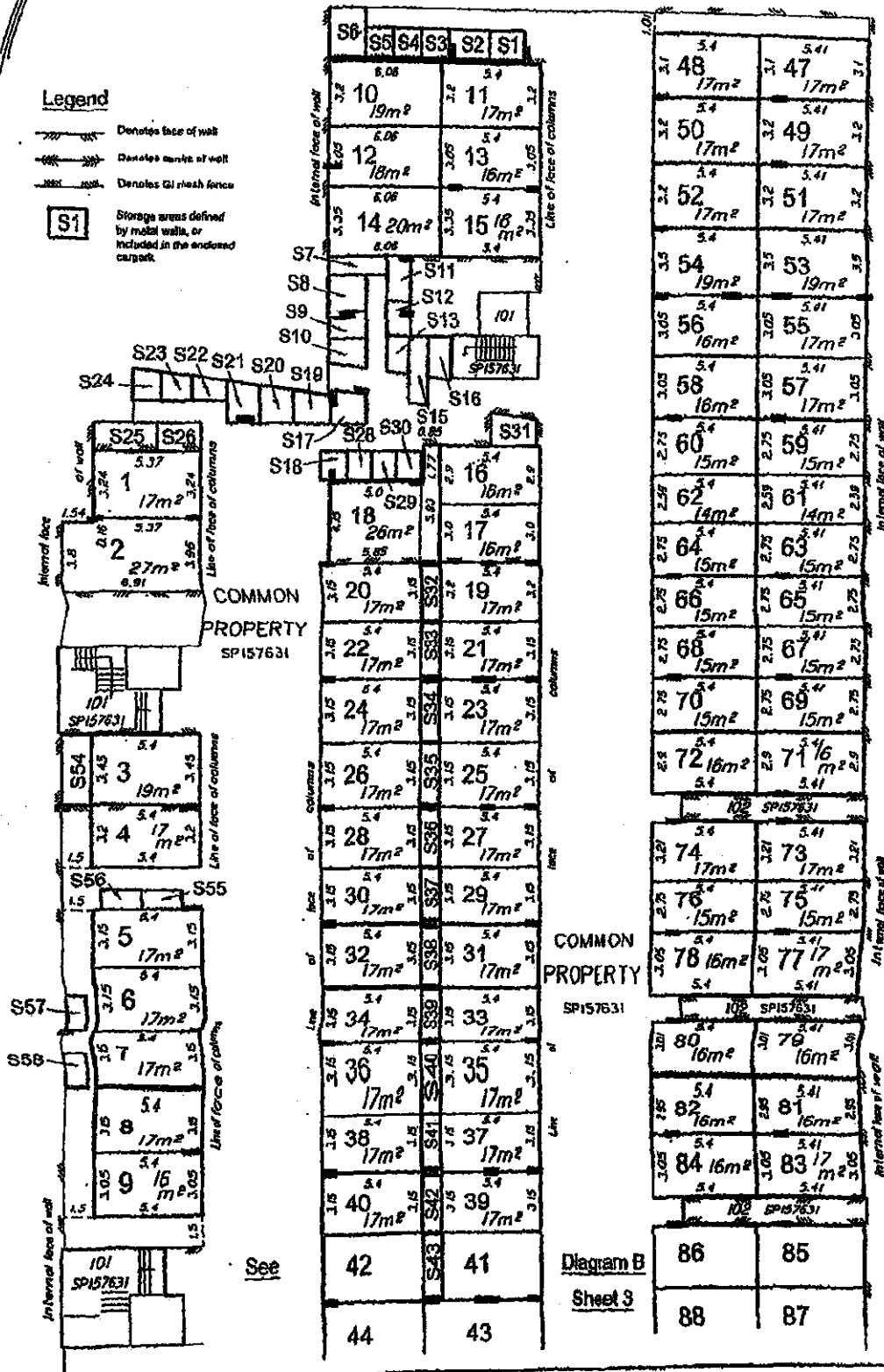


Diagram B

Sheet 3

86	85
88	87

PLAN B1  
"EPHRAIM ISLAND" CTS

LEVEL 'A' - BASEMENT No. 1

Diagram B Scale 1:200

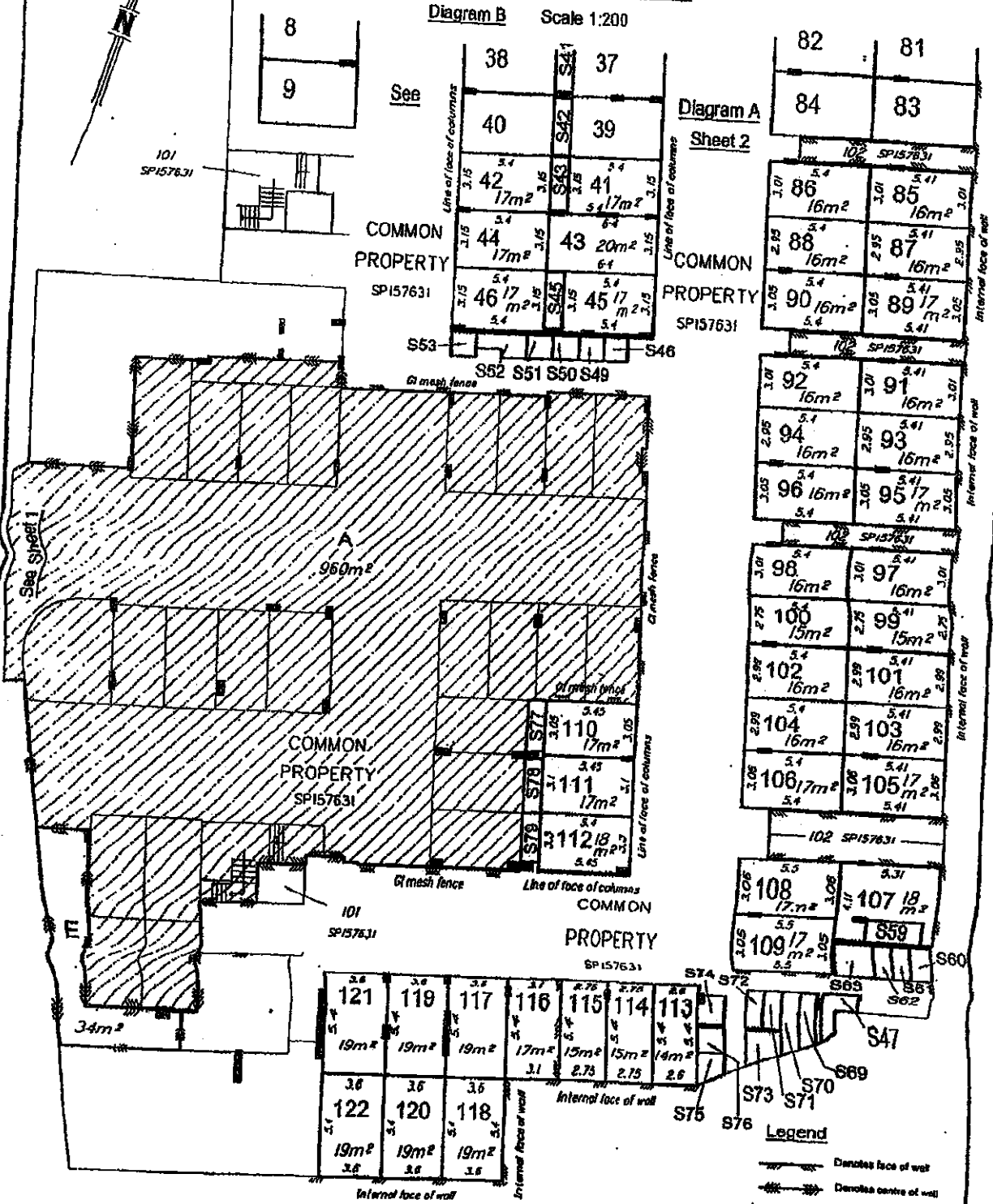
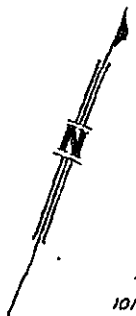
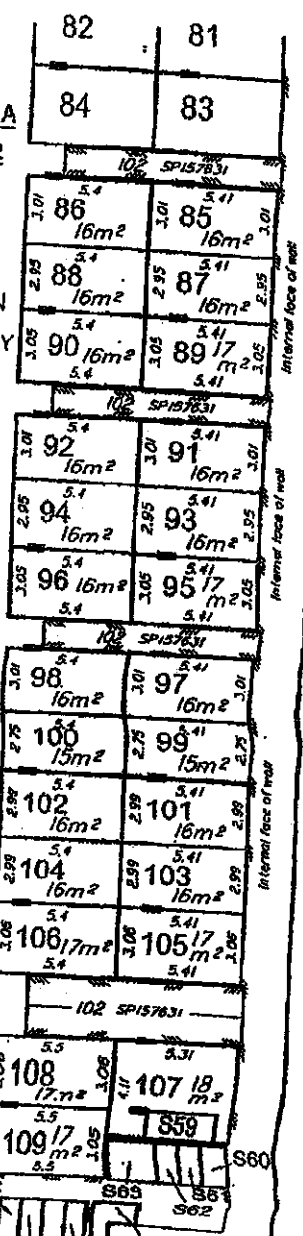
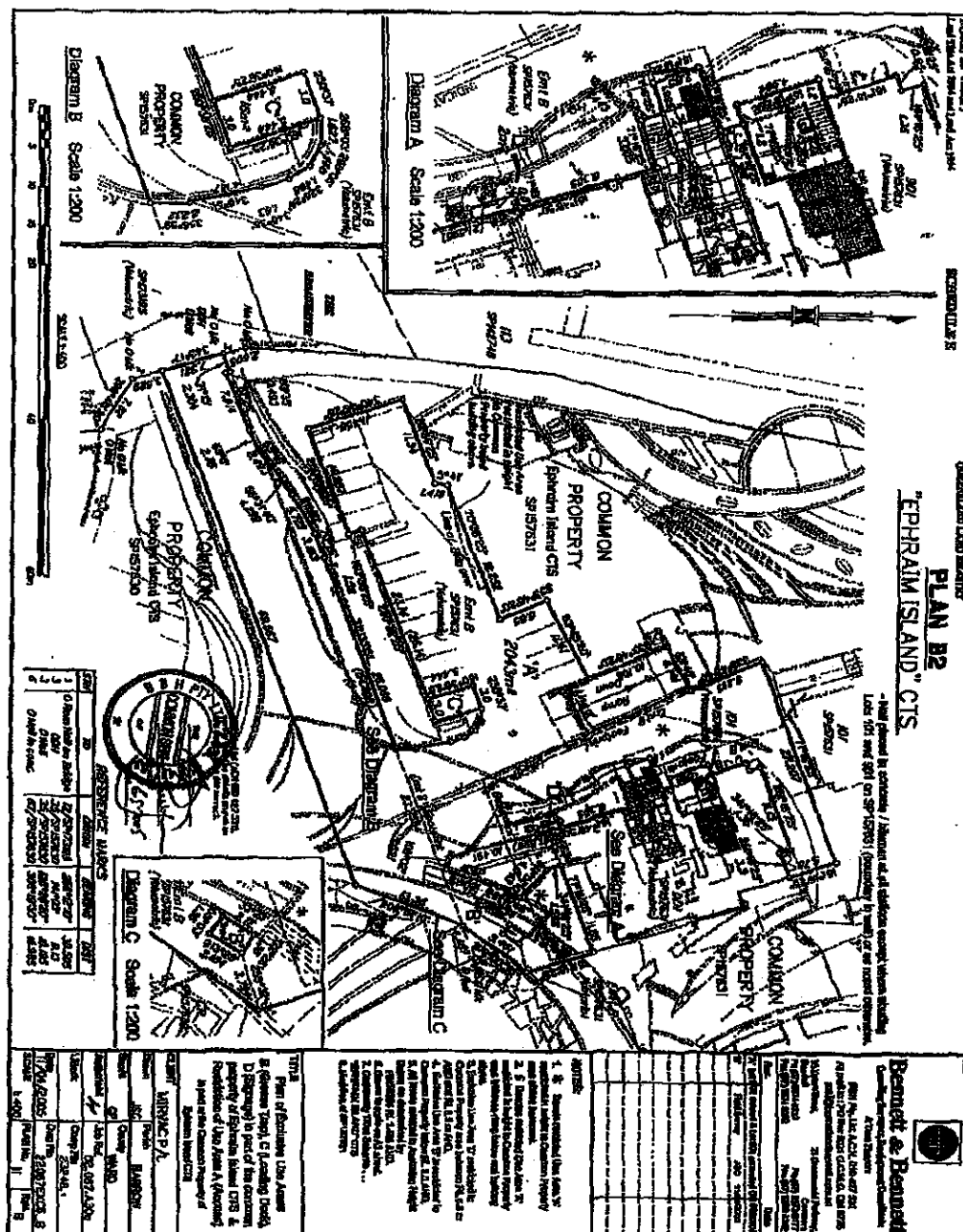


Diagram A  
Sheet 2



- Legend**
- Denotes face of wall
  - Denotes centre of wall
  - Denotes GI mesh fence
  - S1** Storage areas defined by metal walls, or included in the enclosed carpet

**Title Reference 50554874**







pk

7

Exclusive Use Areas – Car Parking, Storage, Street Facing Courtyards, Water Edged Terrace Areas and Riparian Decking Areas

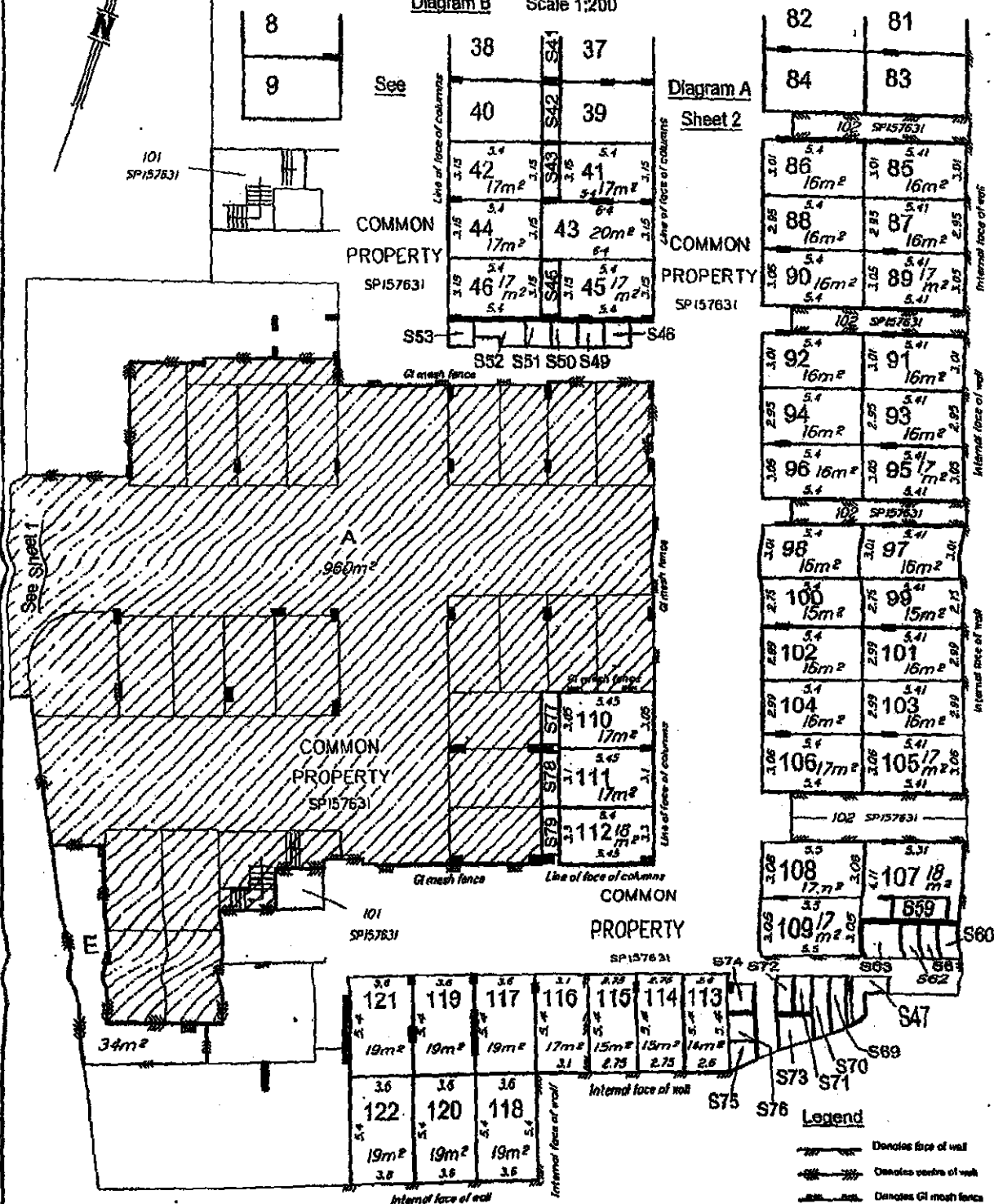




PLAN B1  
"EPHRAIM ISLAND" CTS

LEVEL 'A' - BASEMENT No. 1

**Diagram B**      **Scale 1:200**

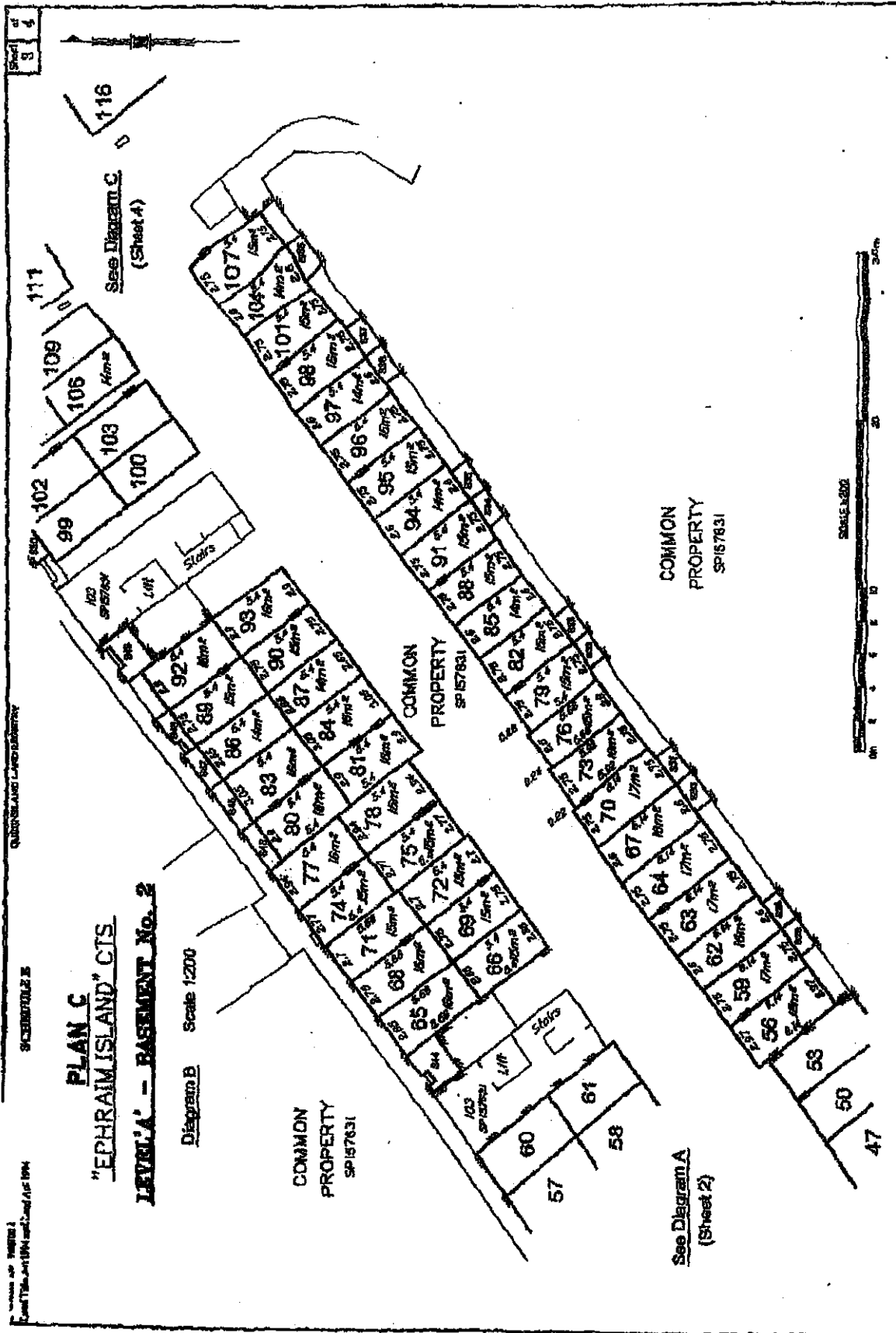


88





PK










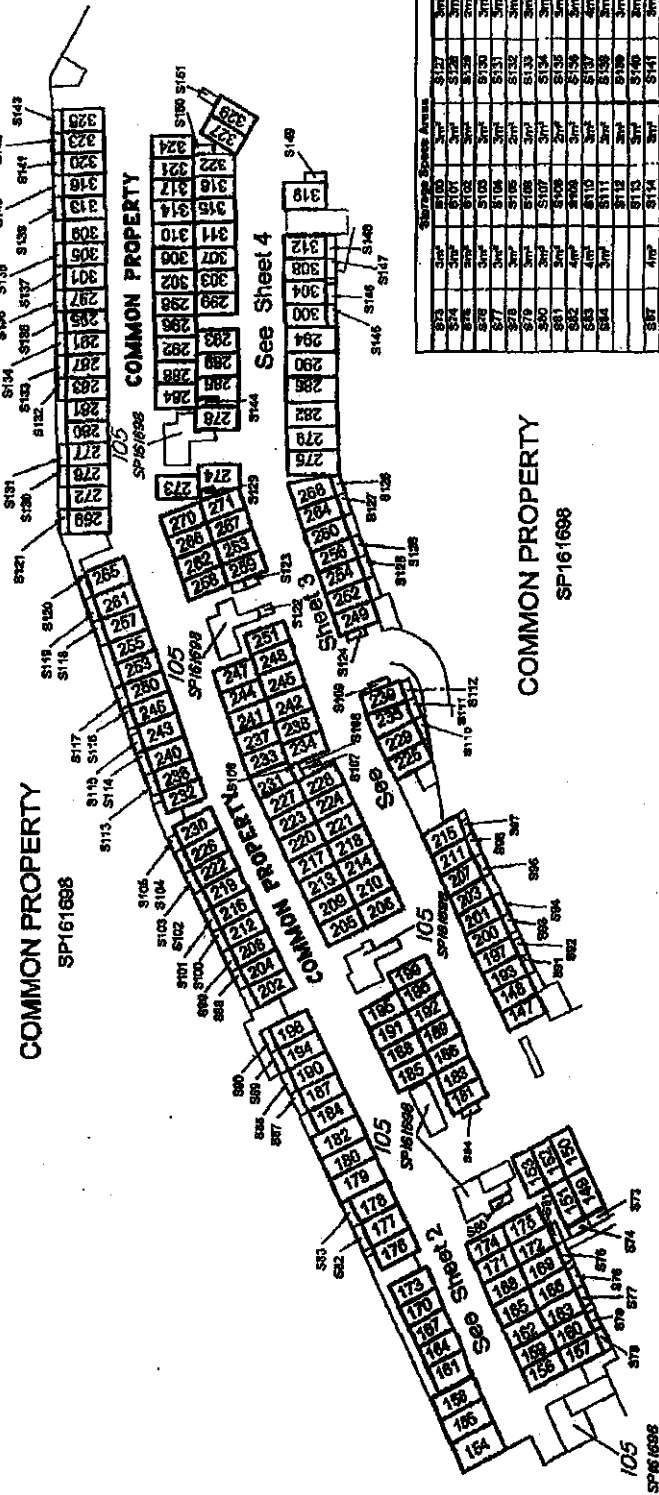
## PLAN C

"Ephraim Island" CTS 33951

### Legend

	Denotes face of wall
	Denotes centre of wall
	Strong stress defined by metal walls.

5



Semi-Week Areas		Semi-Week Areas	
923	347	510	3127
924	348	511	3128
925	349	512	3129
926	350	513	3130
927	351	514	3131
928	352	515	3132
929	353	516	3133
930	354	517	3134
931	355	518	3135
932	356	519	3136
933	357	520	3137
934	358	521	3138
935	359	522	3139
936	360	523	3140
937	361	524	3141
938	362	525	3142
939	363	526	3143
940	364	527	3144
941	365	528	3145
942	366	529	3146
943	367	530	3147
944	368	531	3148
945	369	532	3149
946	370	533	3150
947	371	534	3151
948	372	535	3152
949	373	536	3153
950	374	537	3154
951	375	538	3155
952	376	539	3156
953	377	540	3157
954	378	541	3158
955	379	542	3159
956	380	543	3160
957	381	544	3161
958	382	545	3162
959	383	546	3163
960	384	547	3164
961	385	548	3165
962	386	549	3166
963	387	550	3167
964	388	551	3168
965	389	552	3169
966	390	553	3170
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971	395	558	3175
972	396	559	3176
973	397	560	3177
974	398	561	3178
975	399	562	3179
976	400	563	3180
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978	402	565	3182
979	403	566	3183
980	404	567	3184
981	405	568	3185
982	406	569	3186
983	407	570	3187
984	408	571	3188
985	409	572	3189
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993	417	580	3197
994	418	581	3198
995	419	582	3199
996	420	583	3200

SCALE (1-600)

Sheet	of	4
1		



**Bennett & Bennett**  
Consulting Surveyors, Developmental Consultants  
& Town Planners

BBH Pty, Ltd. A.C.N. 010 427 23\*  
All mail to: PO Box 5021 G.C.M.C. 036 8728  
mailto:marketing@bbh.com.au

Rev.	Date
1	12/01/00
2	12/01/00
3	12/01/00
4	12/01/00
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100	12/01/00

**NOTES:**  
1. Drawn to Scale on A3 sheet.  
2. Community Tiles Scheme .. Eptingdon Island CTS 33851  
3. Title Reference ...  
4. Meridian of SP161680

BBK Pty Ltd (ACN 010 427 531),  
certify that the details shown on  
this weight plan are correct.



Plan of Exclusive Use  
Carparking Areas 147 - 325.

327 & 328  
Storage Areas S73-S84 & S87-S151  
In part of the Common Property (Basement)  
"Ephraim Island CTS 33951"

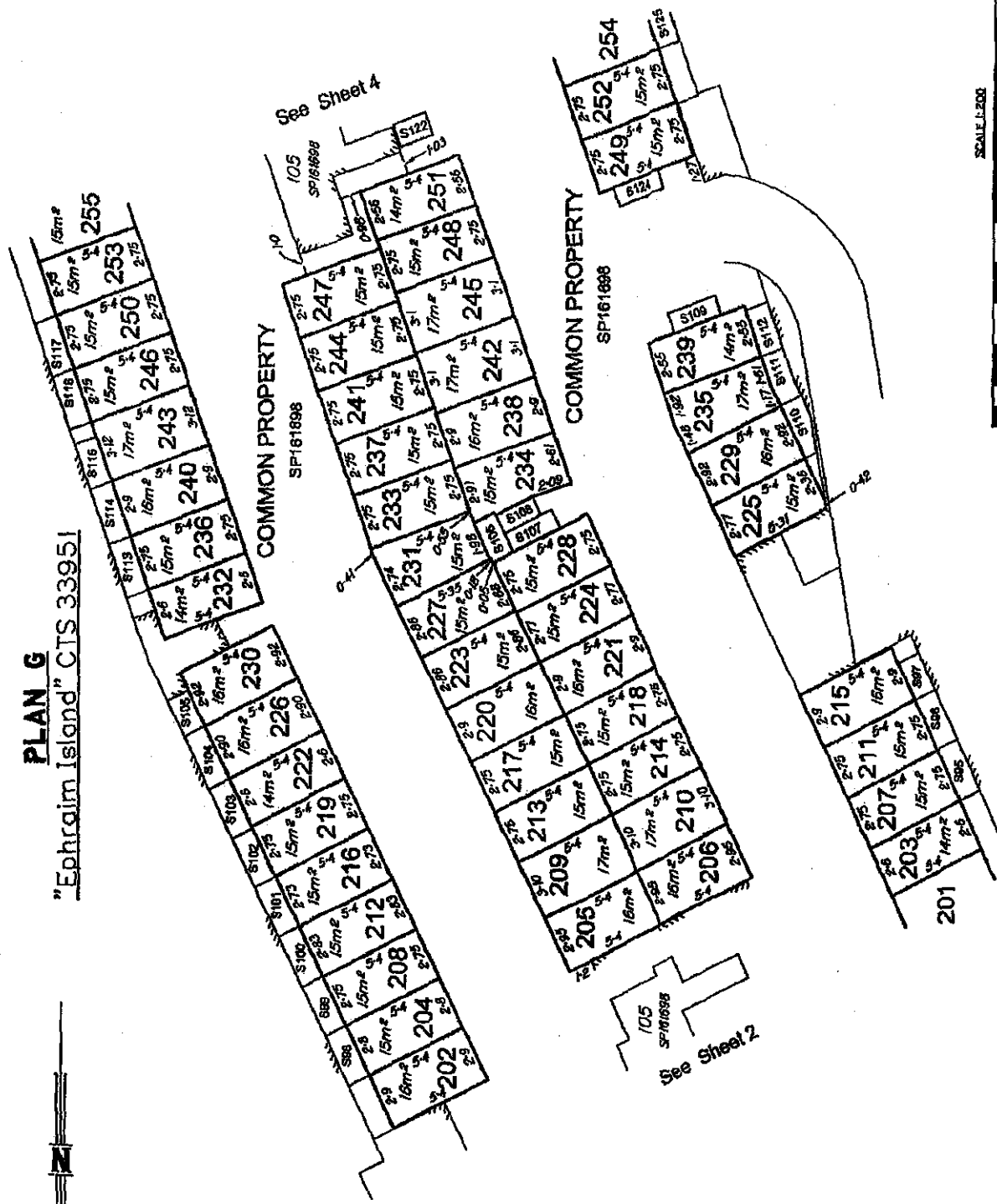
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Client	Pract
Surv	DC
Authorised	County
Libert	Ward
	Job Ref
	Comp File
Issue	5/08/03
Scale	220676XCA-D
PLAN No.	26
Rev.	0



**PLAN G**

"Ephraim Island" CTS 33951

Sheet  
3 of 4

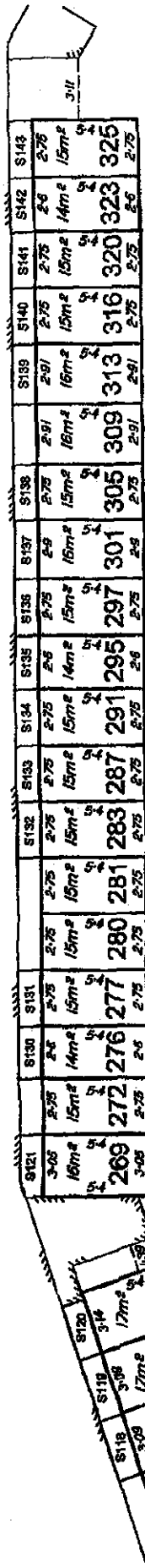


SCALE 1:200



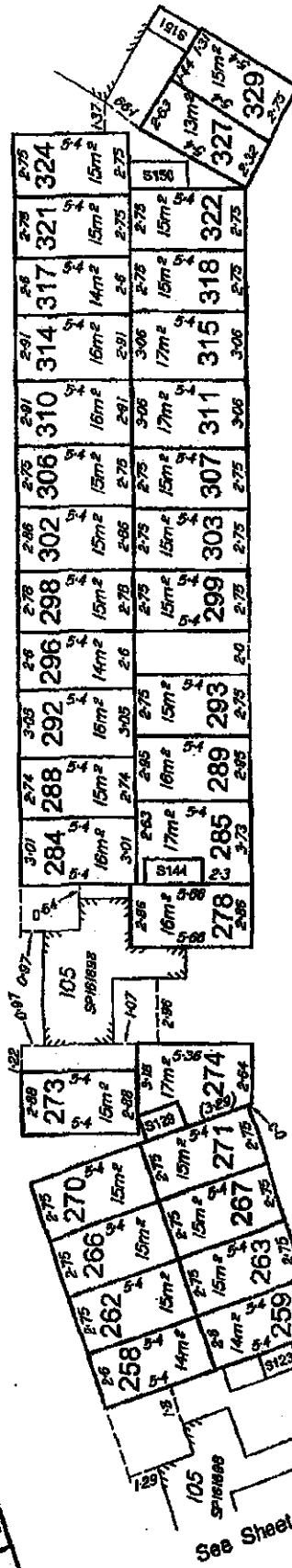
# PLAN G

"Ephraim Island" CTS 33951



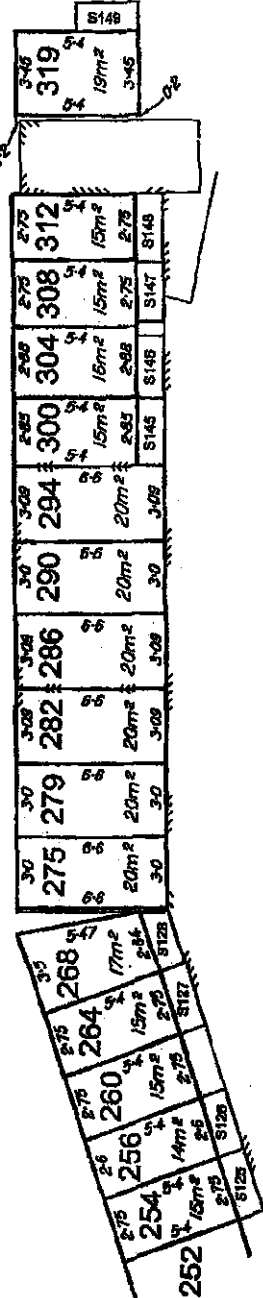
COMMON PROPERTY

SP161688



COMMON PROPERTY

SP161688



SCALE 1:200







PK



**Bennett & Bennett**  
Consulting Surveyors, Development Counsel  
& Town Planners

Box 176, L.N. A.C.N. 010 457 531  
All mail to: PO Box 8771 02140 C.O.B.  
mail@bennettandbennett.com.au  
21 Chapman St.  
Sydney, NSW 1585  
Ph: (02) 9554 0723 Fax: (02) 9554 0722  
Ph: (02) 9554 0723 Fax: (02) 9554 0722

Rev.	Description	Date
1	Initial sketch, amended	18/1
2	Minor errors, amended	06/2
3	Scale & final survey	06/2

**NOTES:**  
1. Drawn to Scale on A3 sheet  
2. Community Title Scheme...  
3. Title Reference...  
4. Modified to SP 170435  
5. Storage areas defined by 'solid walls'.

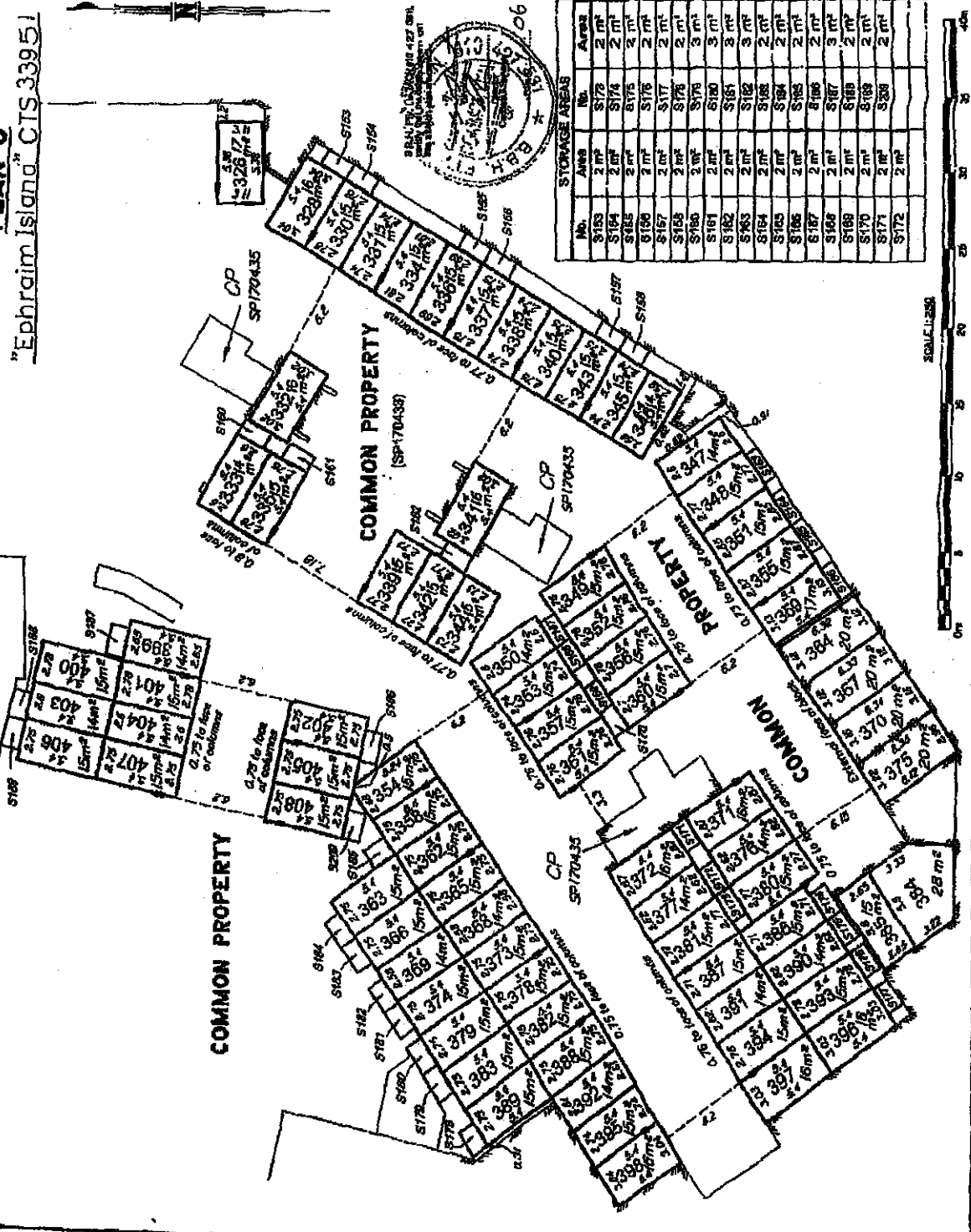
**LEGEND**  
Face of Wall...  
Chimney face...  
Structural columns...

<b>TITLE</b>	Plan of Exclusive Use Carparking Areas 325, 326, 330-408 & Storage Areas S153-S158, S160-S189 & S1 in part of the Common Proper (Basement) "Ephraim Island" CTS33951
<b>CLIENT</b>	Mirvac Qld. Ltd.
<b>Drawn</b>	Patric
<b>Survey</b>	JJ/JSC
<b>County</b>	BARROW
<b>Ward</b>	WARD
<b>Authorised</b>	Job Ref. 02.057.434
<b>Urbic</b>	Comp No.
<b>Drawn</b>	07/05/04
<b>Scale</b>	1:250
<b>Plan No.</b>	36

**PLAN J**  
"Ephraim Island" CTS 33951

SCHEDULE 2  
COMMONWEALTH LAND BOUNDARY

FIGURE 20 Version 1  
Land Title Act 1994 and Land Act 1994



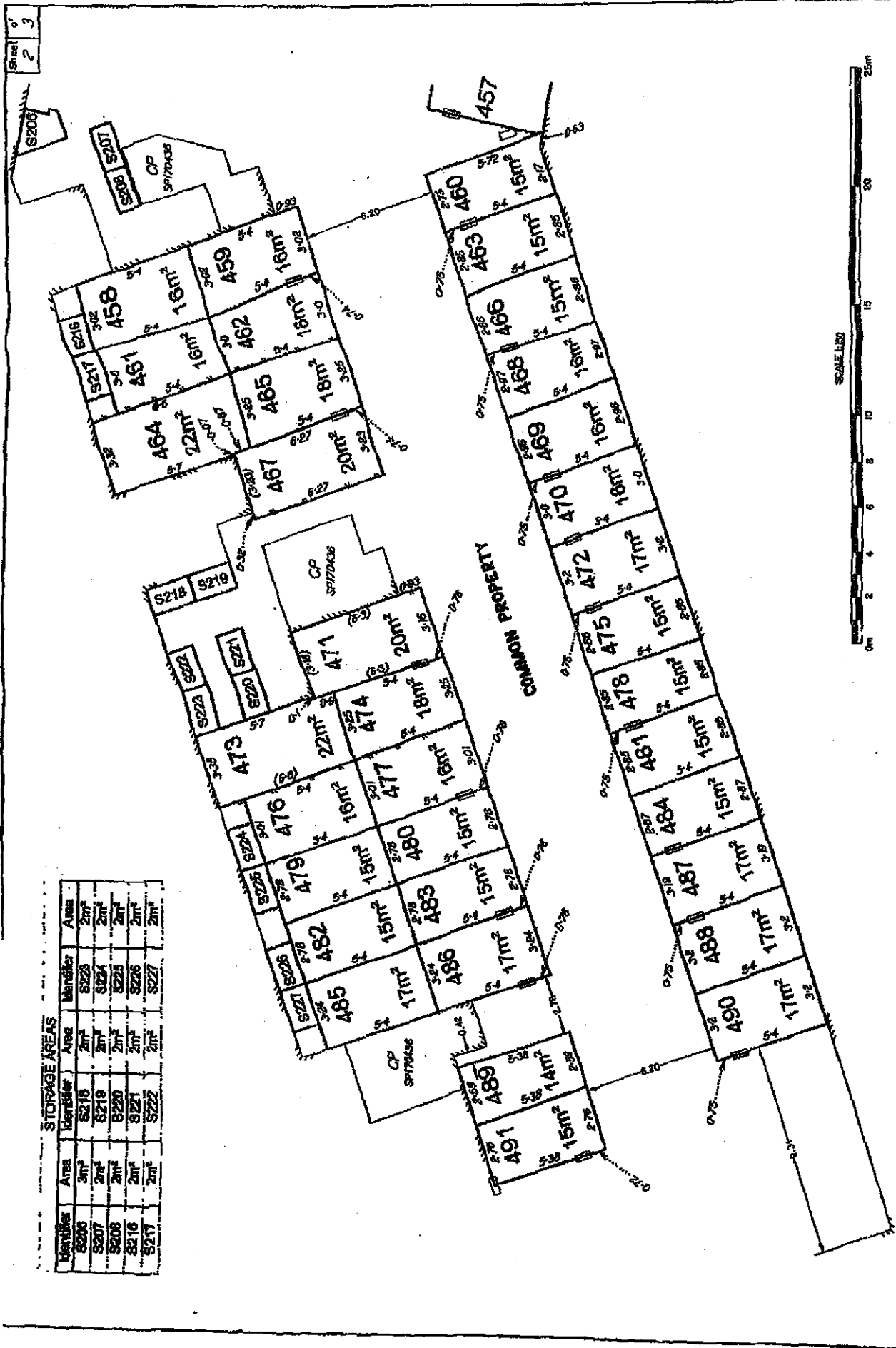
No.	Area	No.	Area
S153	2 m <sup>2</sup>	S173	2 m <sup>2</sup>
S154	2 m <sup>2</sup>	S174	2 m <sup>2</sup>
S155	2 m <sup>2</sup>	S175	2 m <sup>2</sup>
S156	2 m <sup>2</sup>	S176	2 m <sup>2</sup>
S157	2 m <sup>2</sup>	S177	2 m <sup>2</sup>
S158	2 m <sup>2</sup>	S178	2 m <sup>2</sup>
S159	2 m <sup>2</sup>	S179	2 m <sup>2</sup>
S160	2 m <sup>2</sup>	S180	2 m <sup>2</sup>
S161	2 m <sup>2</sup>	S181	2 m <sup>2</sup>
S162	2 m <sup>2</sup>	S182	2 m <sup>2</sup>
S163	2 m <sup>2</sup>	S183	2 m <sup>2</sup>
S164	2 m <sup>2</sup>	S184	2 m <sup>2</sup>
S165	2 m <sup>2</sup>	S185	2 m <sup>2</sup>
S166	2 m <sup>2</sup>	S186	2 m <sup>2</sup>
S167	2 m <sup>2</sup>	S187	2 m <sup>2</sup>
S168	2 m <sup>2</sup>	S188	2 m <sup>2</sup>
S169	2 m <sup>2</sup>	S189	2 m <sup>2</sup>
S170	2 m <sup>2</sup>	S190	2 m <sup>2</sup>
S171	2 m <sup>2</sup>	S191	2 m <sup>2</sup>
S172	2 m <sup>2</sup>	S192	2 m <sup>2</sup>



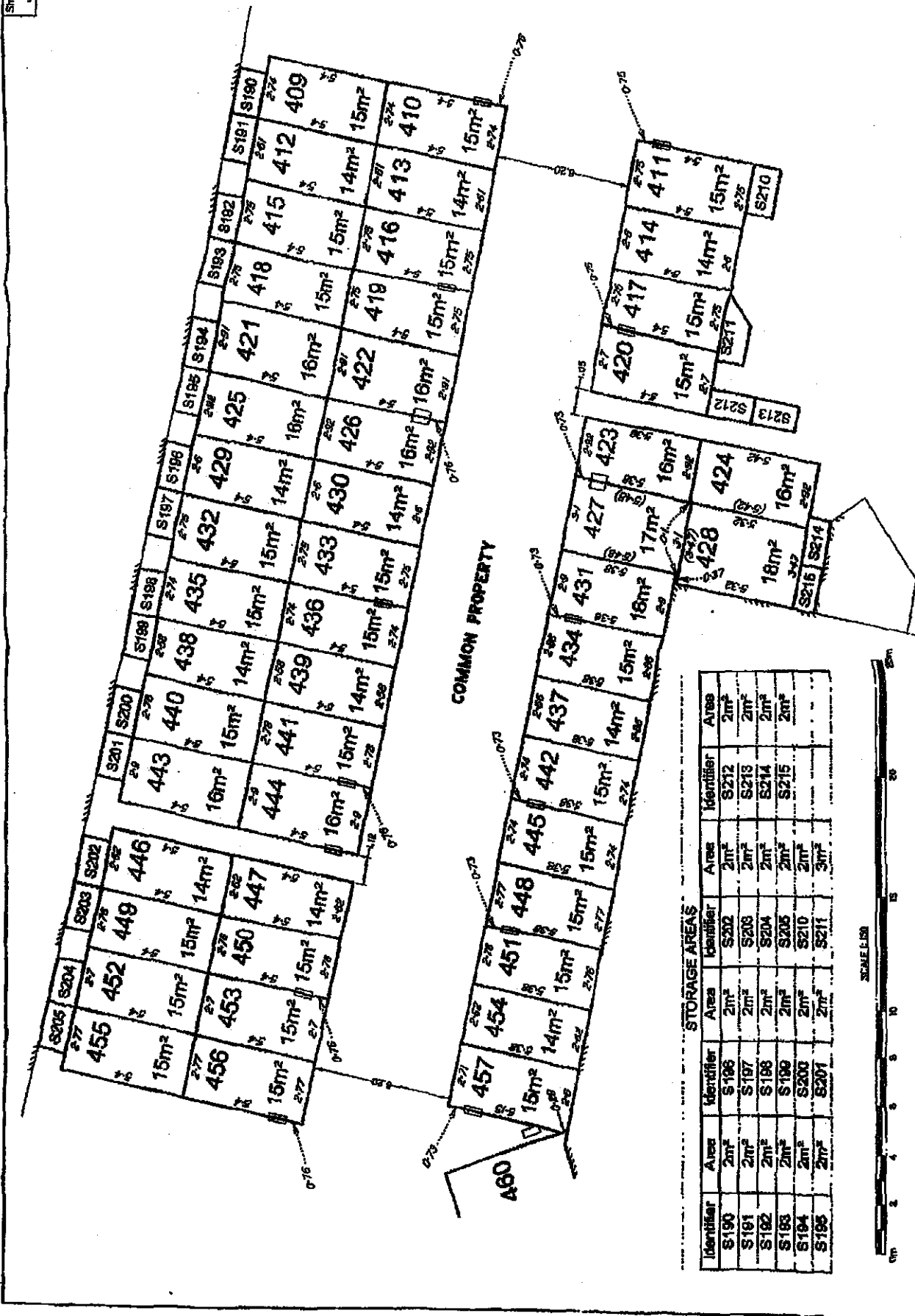
PK

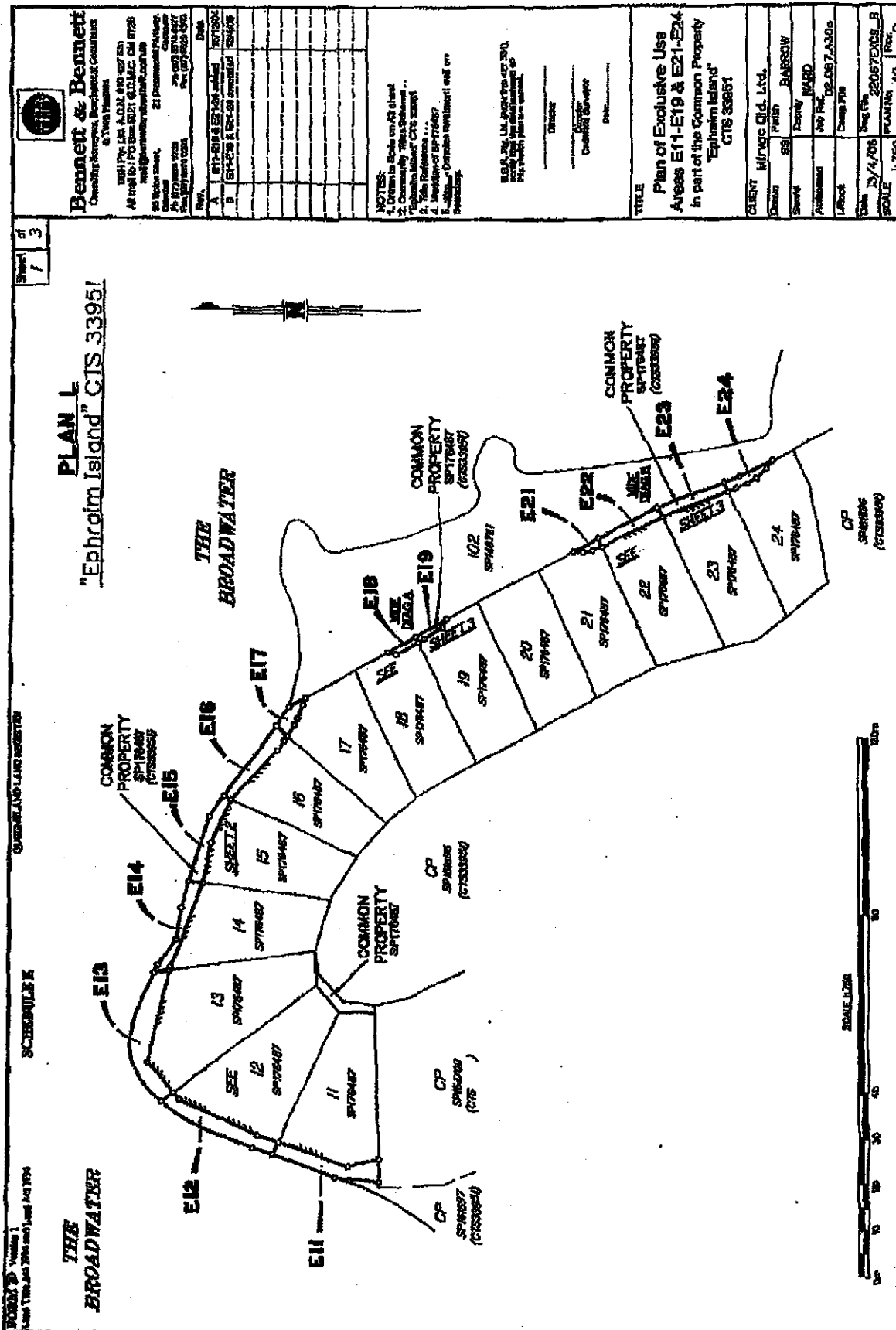
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TITLE REF 50554874



SENNETT & SENNETT 08067 (2007) 2008.01.06







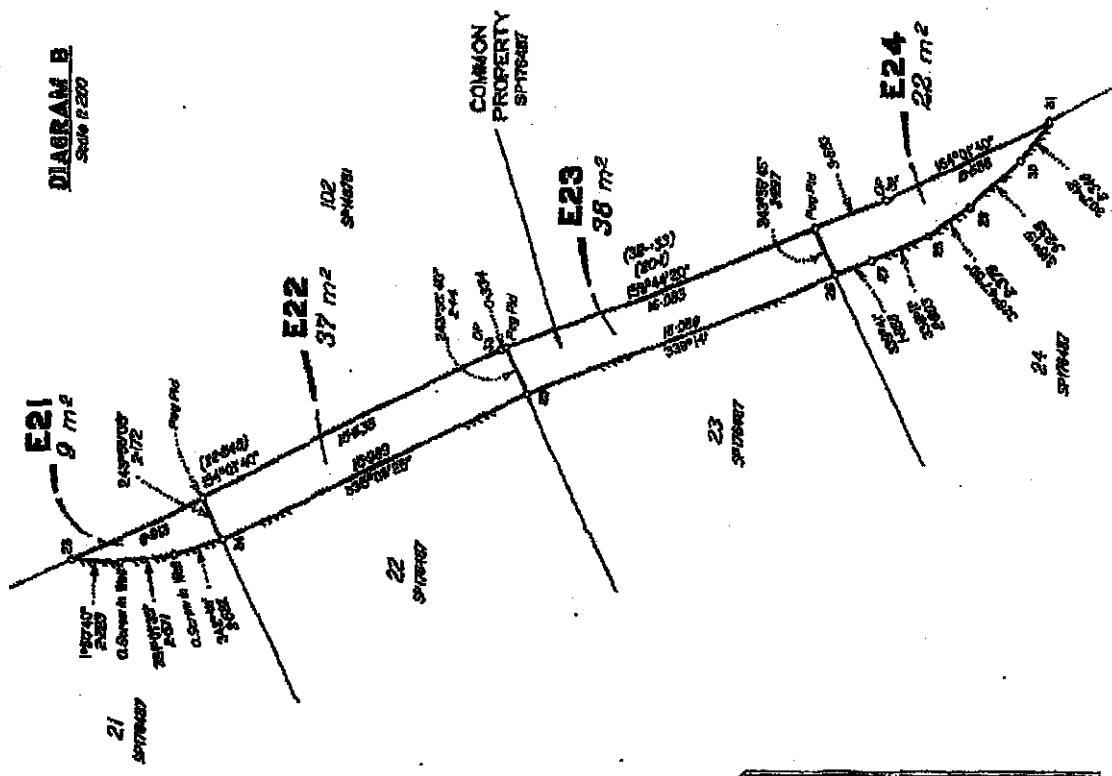
PK

TITLE REF 50554874

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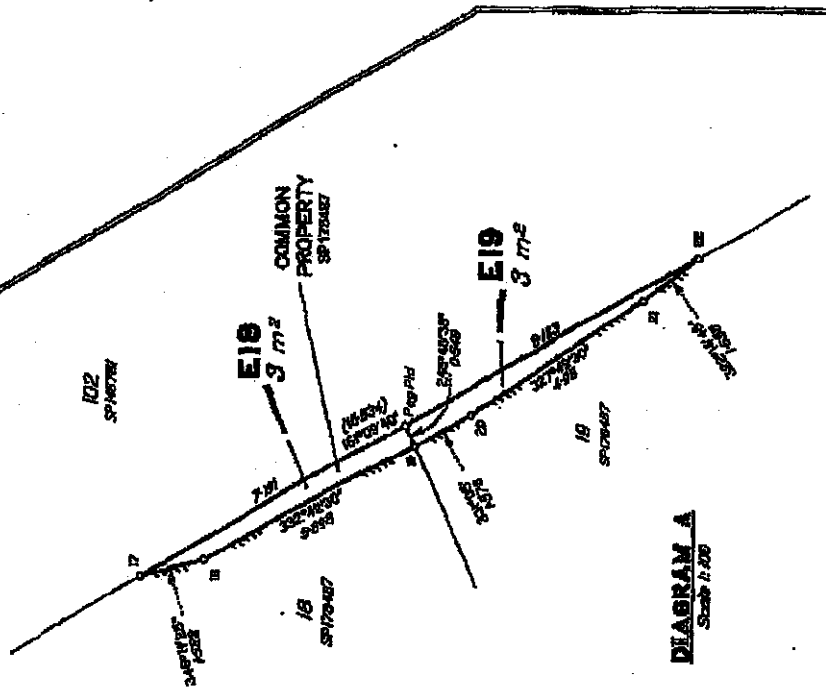
Sheet  
3 of 3

**DIAGRAM B**  
Scale 1:200



Other in easement well at Sta 17+31  
Dashed line represents well on boundary

**DIAGRAM A**  
Scale 1:200





**Bennett & Bennett**  
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& Town Planners  
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21 Underwood Parkway,  
Spring Hill QLD 4740  
Tel: (07) 5574 0001  
Fax: (07) 5574 0001

Page	Date
A	10/12/2005
B	12/12/2007

**NOTES:**

1. Drawn to Scale on A3 sheet
2. Community Titles Scheme, "Ephraim Island" CTS 333951
3. Title Reference ...
4. Marked on SP198716
5. Storage areas enclosed by Metal Sheds

**TITLE Plan of Exclusive Use**  
Carparking Areas 492-547 &  
Storage Areas S228-S247 &  
S259-S263  
In part of the Common Property  
(Basement) "Ephraim Island"  
CTS333951

CLIENT	Mirvac Qld. Ltd.
Drawn	MCH/SS
Survey	Barrow
Authorised	County Ward
Librarian	Job Ref: 02.087.A306
Date	23/11/06
Scale	1:250
Plan No.	55
Rev.	B

Storage	Area	Storage	Area
S228	3 m <sup>2</sup>	S241	2 m <sup>2</sup>
S229	3 m <sup>2</sup>	S242	2 m <sup>2</sup>
S230	2 m <sup>2</sup>	S243	2 m <sup>2</sup>
S231	2 m <sup>2</sup>	S244	2 m <sup>2</sup>
S232	2 m <sup>2</sup>	S245	2 m <sup>2</sup>
S233	2 m <sup>2</sup>	S246	2 m <sup>2</sup>
S234	2 m <sup>2</sup>	S247	2 m <sup>2</sup>
S235	2 m <sup>2</sup>	S248	2 m <sup>2</sup>
S236	2 m <sup>2</sup>	S249	2 m <sup>2</sup>
S237	2 m <sup>2</sup>	S250	2 m <sup>2</sup>
S238	2 m <sup>2</sup>	S251	2 m <sup>2</sup>
S239	2 m <sup>2</sup>	S252	2 m <sup>2</sup>
S240	2 m <sup>2</sup>	S253	2 m <sup>2</sup>

**PLAN N**  
"Ephraim Island" CTS333951

